



SCHEDULE 1 RULES

COMMIPHORA HOME OWNERS ASSOCIATION (NPC)

REGISTRATION NUMBER: 2007/003695/08

Amended by an ordinary resolution passed on 25 August 2023

COMPANY RULES

SCHEDULES:

- (A) CONDUCT RULES**
- (B) AESTHETICAL- AND DESIGN GUIDELINES**
- (C) CONTRACTORS CODE OF CONDUCT**
- (D) SECURITY PROTOCOL**

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(A)

COMPANY RULES

OF

COMMIPHORA HOME OWNERS ASSOCIATION (NPC)

(A) **INTRODUCTION:**

- A1 The **Commiphora Home Owners Association (NPC)**, is a non-profit Company (the "**Company**") with **Members**, with its main object to protect and enhance the communal interest of **Members**, occupants and other users of the **Park**, **Erven** or **Portions** comprising the **Commiphora Eco Park** and as are more fully defined in the **MOI** of the **Company** and in these Rules.
- A2 In order to achieve the harmonious co-existence and to safeguard the rights, use and enjoyment of all the users of the **Park** to the use and enjoyment thereof all users must acknowledge such rights, have consideration for one another and abide by these Rules.
- A3 The prime objective of these Rules is to preserve and enhance the security, enjoyment, use and preservation of fauna and flora of the **Park**.
- A4 These Rules were established in accordance with the **MOI** of the **Company** and may be supplemented, amended, and repealed from time to time by the **Board** of the **Company** or **Members** in general meeting.

(B) **BINDING NATURE:**

- B1 These Rules are binding upon all persons within the **Park** and the **Members** of the **Company**, being owners of **Portions** within the **Park**, are responsible for ensuring that their tenants, visitors, employees, contractors, sub-contractors and all persons authorised by them to enter the **Park**, abide by these Rules.
- B2 In the event of a contravention of these Rules, fines and penalties may be issued and/or legal action taken for the enforcement of these Rules in accordance with the dispute resolution process provided for in these Rules.

1. DEFINITIONS

In these COMPANY RULES and unless inconsistent, the following words and expressions shall have the meanings hereby assigned to them:

- (1) ***“the Act”*** : Means the Companies Act, 71 of 2008, as amended from time to time;
- (2) ***“Aesthetical- and Design Guidelines”*** : Means the aesthetical- and building guidelines in respect of design, materials and construction in respect of improvements on any of the **Erven**;
- (3) ***“Article”*** : Means a reference to the paragraphs and clauses as set out in these Rules;
- (4) ***“Auditors”*** : Means the **Company’s** appointed Auditors from time to time;
- (5) ***“Authorized representative”*** : Means a natural person, duly authorized by a **Legal Entity** to act as its representative at any General Meeting of the **Company**;
- (6) ***“Board”*** : Means the **Board of Directors** of the **Company** and comprise all the **Directors** of the **Company** duly elected or appointed in terms of the **Act**;
- (7) ***“Business day”*** : When, in this **Memorandum of Incorporation**, a particular number of ‘business days’ is provided for between the happening of one event and another, the number of days must be calculated by:
 - (a) excluding the day on which the first such event occurs;
 - (b) including the day on or by which the second event is to occur; and
 - (c) excluding any public holiday, Saturday or Sunday that falls on or between the days contemplated in paragraphs (a) and (b), respectively;
- (8) ***“Chairman”*** : Means the **Chairman** of the **Board of Directors**, elected or appointed in accordance with this **Memorandum of Incorporation**, or if that expression is used with reference to a General Meeting or meeting of the **Directors** at which that person

is not present or does not act as **Chairman**, the person acting as **Chairman** in accordance with the provisions of this Memorandum of Incorporation;

- (9) **“CIPC”** : Means the Companies and Intellectual Property Commission;
- (10) **“Commiphora Eco Park”/ “Commiphora”** : Means the Eco **Park Development** on the **Property** and as the context may indicate may also be a reference to the **Board** or the **Company**;
- (11) **“Common Property”** : Refers to the **Common Property Areas** in the **Development**, including all the infrastructure, amenities and equipment of any nature, developed and/or installed on the **Common Property Areas** and within servitude areas registered in favour of the **Company**, that are owned by the **Company** and for which the **Company** bears the responsibility to maintain and control, and includes **Portions 13, 16 and 28**, fencing, security controls, roads, dams, boreholes, airstrip, reservoirs, electrical reticulation, storm water reticulation and any equipment or amenities used ancillary to the **Common Property Areas**;
- (12) **“Common Property Areas”** : Means all those areas transferred to or registered in the name of the **Company** and located in the **Development**;
- (13) **“Common Property Infrastructure”** : Means the **Roads**, water supply system, irrigation pipes, main entrance gate and service gate as indicated and described in **ANNEXURE “A”** (Map **“A”** and **“B”**);
- (14) **“Company”** : Means the **Commiphora Home Owners Association (NPC)**, **Reg. No.: 2007/003695/08**;
- (15) **“Contractor”** : Means a Contractor employed by an Owner of a Portion for the construction or maintenance of improvements or any service provider or deliveries.
- (16) **“Developer”** : Means **Erf 288 Ellisras (Pty) Ltd, Reg. No.: 1999/015699/07** and/or the successors-in-title of the **Developer**;
- (17) **“Development”** : Means the **Eco Park Resort** developed on the **Property** by the **Developer**, as approved

by the Lephalale Municipality and comprising of 55 (fifty five) **Portions**;

- (18) ***“Development period”*** : Means the period from establishment of the **Development** until all **Portions** in the **Development** have been sold by the **Developer**;
- (19) ***“Directors”*** : Means the **Directors** of the **Company** who shall, for the purposes of the **Act**, be the **Directors** of the **Company** appointed or elected in accordance with the provisions of this Memorandum of Incorporation;
- (20) ***“Effective Date”*** : Means the date upon which **CIPC** issues a Registration Certificate, or accepts the **MOI** or the date as recorded on the Notice of Incorporation, whichever event first occurs;
- (21) ***“Erf” / “Erven”*** : Means a designated area as approved by the **Company**, on a **Portion** and that is earmarked for residential purposes of ± 1 (one) hectare;
- (22) ***“Financial year-end”*** : Means the financial year of the **Company** which shall run from the first day of March in any year until the last day of February each year;
- (23) ***“Land”*** : Means any land comprising the **Development**;
- (24) ***“Law”*** : Means any law of general application and includes the common law and any statute, constitution, decree, treaty, regulation, directive, ordinance, by-law, order or any other enactment of legislative measure of government (including local and provincial government) statutory or regulatory body which has the force of law and a reference to any statutory enactment shall be construed as a reference to that enactment as amended or substituted from time to time;
- (25) ***“Legal Entity”*** : Means a company, close corporation, trust, statutory body, partnership or association of persons recognised by law as the subject of rights and duties and shall include such entity's successor-in-title and assigns or transferees;
- (26) ***“Levies”*** : Means all contributions levied from time to time by the **Directors** upon **Members** for the

purpose of meeting all the expenses which the **Company** has incurred or which the **Directors** reasonably anticipate the **Company** will incur in the attainment of its objects and the pursuit of its business, and as more fully stipulated in this **Memorandum of Incorporation**;

- (27) **“Local Authority”** : Means the Lephalale Municipality or its successors-in-title having jurisdiction over the **Development**;
- (28) **“Managing Agent” / “MA”** : Means any **Person** or an estate agent as defined in the Estate Agents Act, Act 112 of 1976, appointed by the **Company** as an independent contractor from time to time, to manage and administer the affairs of the **Company** conferred upon such **Agent** by the **Board of Directors** of the **Company**, provided that, if at any time there is no formally appointed **Managing Agent** then any reference to the **Managing Agent** shall be a reference to the **Board**;
- (29) **“Member” / “Members”** : Means the **Developer**, the existing **members** listed as at the effective date or any **Person** who is reflected in the Deeds Registry of the relevant Deed Office as the registered **Owner** of an **Erf** in the **Development** and/or any **Person** who has successfully applied for membership of the **Company**;
- (30) **“Member’s Representative”** : Means the natural person who has been authorized by the **Member** as his/her/its representative in respect of an **Erf**;
- (31) **“MOI”** : Means the Memorandum of Incorporation of the **Company** in force from time to time;
- (32) **“Office”** : Means the registered office of the **Company** or such address as may be designated from time to time by the **Board**;
- (33) **“Ombud Service”** : Means the Ombud Service established in terms of the CSOS Act, 9 of 2011;
- (34) **“Operational Land Use Plan** : Means the land use and environmental management plan for COMMIPHORA;
- (35) **“Park”** : Means the **Commiphora Eco Park Development**;

- (36) **“Person”** : Refers to a natural person and includes an authorized representative of a **Legal Entity**;
- (37) **“Portion”** : Means a **Portion** within the **Development**, as depicted on the General Plan and which is registered in the name of the **Company** or a **Member**, including the **Developer** as **Member**;
- (38) **“Private Roads”** : Means roads from the main access roads and secondary roads (access, service- and maintenance roads) as depicted on **Annexure “A”** (Map **“A”** and **“B”**) attached hereto;
- (39) **“Property”** : Means **Portion 5 of the Farm Vucht, 436, Registration Division L.Q., Limpopo Province, measuring 795,9251 hectares** and sub-divided into 55 (fifty five) **Portions** in accordance with General Plan **SG No. 433/2008**;
- (40) **“Resident(s)”** : Means a **Person** in occupation of an **Erf** in the **Development** on a temporary or permanent basis by agreement with consent from the **Member** of the relevant **Erf** or through his affiliation or association with such **Member**;
- (41) **“Roads”** : Means the internal main access road and secondary roads of the **Development**, as depicted on **Annexure “A”** (Map **“A”** and **“B”**) attached hereto, excluding **Private Roads**;
- (42) **“Rules”** : Means the rules made from time to time by the **Board** or the **Members** in General Meeting and which rules are enforceable upon all **Members** in order to achieve the objects of the **Company** and which rules shall include all matters authorized in terms of the **MOI**;
- (43) **“CSOS Act”** : Means the Community Schemes Ombud Service Act, Act No. 9 of 2011;
- (44) **“Sign”** : Includes the reproduction of a Signature by lithography, printing, electronic signature or any kind of stamp or any kind of stamp or any other mechanical process and “Signature” has the corresponding meaning;

- (45) **“Tenant”** : Means the **lessee** or sub-lessee of any **Erf**, situated within the **Development**. The term **Tenant** includes the lessee as well as all inhabitants of the **Erf** as a result of their relationship with the lessee;
- (46) **“Vice-Chairman”** : Means the **Vice-Chairman** of the **Board of Directors**;
- (47) **“Writing”** : Means written, printed, typewritten, lithographed, tele-faxed, electronically mailed or any other process producing words in a visible form.

2. INTERPRETATION

- 2.1 If any provision of the Company Rules is in conflict or inconsistent with any law, the invalidity of any such provision shall not affected the validity of the remainder of the provisions of the Company Rules.
- 2.2 If any provision in a definition in the Company Rules is a substantive provision conferring rights or imposing obligations on any of the Members then, notwithstanding that it is only in the definition clause of the Company Rules effect shall be given to it as if it were a substantive provision in the body of the Company Rules.
- 2.3 The Company Rules of COMMIPHORA HOME OWNERS ASSOCIATION (NPC) must be read with the Memorandum of Incorporation of COMMIPHORA HOME OWNERS ASSOCIATION (NPC) and the Sales Agreement between the Developer and first owner of a Portion.
- 2.4 In this Memorandum of Incorporation –
- (i) a reference to a **section** by number refers to the corresponding section of the Companies Act, 2008;
 - (ii) any word or expression which is defined in the **Act** and which is not otherwise defined in the **MOI** shall have the meaning assigned thereto in the Act as in force at the date of incorporation of the **Company**;
 - (iii) a reference to any Act shall include any amendment thereto or Act in substitution thereof;
 - (iv) the headings to the clauses in this Memorandum of Incorporation are for reference purposes only and shall not be taken into account in the interpretation of the provisions in this Memorandum of Incorporation;
- 2.5 This Schedule 1 Rules are part of the Memorandum of Incorporation.
- 2.6 Unless the context otherwise requires, any words importing:-

- (i) the singular number, shall include the plural number and *vice versa*;
 - (ii) the one gender shall include all genders; and
 - (iii) persons shall include partnerships, trusts and corporate bodies, and *vice versa*.
- 2.7 Reference to the **MOI** means this **Memorandum of Incorporation**, including all schedules and annexures hereto;
- 2.8 If the due date for performance of any obligations in terms of the **MOI** is a day which is not a **Business Day**, then (unless otherwise stipulated), the due date for performance of the relevant obligation shall be the succeeding **Business Day**.
- 2.9 Any reference to a notice shall be construed as a reference to a written notice and shall include a notice which is transmitted electronically in a manner and form permitted in terms of the **Act** and/or the Regulations.
- 2.10 The words "include" and "including" mean "include without limitation" and "including without limitation". The use of the words "include" and "including" followed by a specific example or examples shall not be construed as limiting the meaning of the general wording preceding it;
- 2.11 Unless otherwise provided in these Rules, the **MOI** or the **Act**;
- (i) Defined terms appearing herein in upper case shall be given their meaning as defined, while the same terms appearing in lower case shall (except where defined in the **Act**) be interpreted in accordance with the plain English meaning, and;
 - (ii) Any words and expressions defined in any Article shall, unless the application of such word or expression is specifically limited to that Article, bear the meaning assigned to such word;
 - (iii) Where figures are referred to in numerals and in words, and there is any conflict between the two, the words shall prevail, unless the context indicates a contrary intention.

3. MEMBERS' OBLIGATIONS

- 3.1 No **Member** shall let or otherwise part with occupation of his Portion, whether temporarily or otherwise, unless the proposed occupier has agreed in writing to be bound by the relevant provisions of the Memorandum of Incorporation and all Rules, Directives and Company Rules applicable to the **Company**.
- 3.2 A **Member** desirous of letting his Erf on a daily or other basis shall do so exclusively through the official permission of the **Developer** and the **Board** of the **Company**.
- 3.3 Each **Member** shall:

- 3.3.1 maintain his **Erf** and all Improvements in a neat and tidy condition and in a state of good repair;
- 3.3.2 in respect of his **Erf**, establish and maintain an indigenous garden to a good standard acceptable to the Board and in compliance with the Design Guidelines where applicable;
- 3.3.3 not do or suffer to be done on any **Erf** anything which, in the opinion of the **Developer** and **Board**, is noisome, unsightly, injurious, objectionable or detrimental or a public or private nuisance or a source of damage or disturbance to any **Member**, tenant or occupier of any **Erf** in COMMIPHORA;
- 3.3.4 not erect or permit the erection of any structure or improvement on any **Erf** without the written approval of the **Developer** for as long as the **Developer** is a **Member** and, thereafter, of the **Board**;
- 3.3.5 comply with all security procedures implemented from time to time;
- 3.3.6 ensure that he and his invitees do not damage or destroy trees, vegetation and landscaping on open areas, or portions without permission of the **Developer** or **Board**.
- 3.4 No **Member** shall apply for the subdivision or rezoning of his **Erf** with a view to procuring or amendment or substitution of use rights.
- 3.5 No **Member** shall permit the number of occupants of his **Erf** to exceed 2 (two) persons per bedroom and not more than 9 (nine) persons per **Erf**. If the number of occupants of an **Erf**, at any time, exceeds 9 persons, then and in that event, the **Board** may levy an additional contribution upon the **Member**, equal to 25% of the monthly levy in respect of each person exceeding the occupation limitation, notwithstanding any other rights which the **Board** may exercise.
- 3.6 An **Erf** may be used solely for residential purposes by the Owner, his Family, servants or guests.

4. RESTRICTIONS CONCERNING THE USE OF PORTIONS AND THE COMMON PROPERTY AREAS

- 4.1 Notwithstanding the fact that the **Portion** is registered in the name of a **Member**, the **Member** shall only exercise full property- and use rights in respect of an **Erf**, subject to the terms and conditions of the **MOI** and of any Rules made by the **Company** from time to time.
- 4.2 No **Member** shall demarcate his **Portion** with any fencing or obstacle on the boundaries thereof and only **Erven** may be fenced, subject to the **Rules** of the **Company**.
- 4.3 The **Company** shall manage and control all **Portions**, excluding the **Erven**, as if such **Portions** form part of the **Common Property Areas**, to ensure the preservation of fauna and flora and free movement and grazing of game and other species and/or in respect of traversing rights.

- 4.4 No **Member** may interfere with any flora on any **Portion**, excluding **Erven** and subject to any restrictions imposed in terms of the Rules of the **Company**.
- 4.5 No **Member** shall traverse the **Portion** of any other **Member** or of the **Company**, save for traversing on demarcated roads.
- 4.6 No **Member** shall traverse places marked with “no entry” signs and closed gates and no **Member** shall traverse the **Common Property Areas** between sunset and sunrise without permission of the **Board**.
- 4.7 It is recorded that **Portions 13, 16 and 28** will be transferred by the **Developer** to the **Company** as part of the **Common Property Areas** after 50% (fifty percent) of **Portions** have been transferred to persons or entities other than the **Developer**.
- 4.8 **Members** shall be liable to maintain the private roads on their **Portions**.
- 4.9 It is recorded that the **Company** is a registered water services provider and shall provide a minimum of 1.4 kiloliter water per day to every **Portion** at a point of delivery, which is located on the boundary of every **Portion**.
- 4.10 The quality of water shall comply with the national standards for drinking water, as contemplated in the Water Services Act, Act 108 of 1997.
- 4.11 All **Members** are responsible for the water reticulation from the point of delivery on the **Portion** boundary to the **Erven**, subject to any rules and specifications as may be laid down by the **Company** from time to time.
- 4.12 The point of delivery that comprises of a valve and water meter remains the property of the **Company**.
- 4.13 Average water usage per **Portion** may not exceed 2.53 cubic meters per day.
- 4.14 The **Company** will determine the water price scale from time to time.
- 4.15 **Members** are obliged to install a reverse osmosis purification system for drinking water on all **Portions**.
- 4.16 Electricity power supply is made to the boundary of some **Portions** and each **Member** shall be responsible for the power reticulation from the point of supply to the **Erf** by means of underground cables in accordance with guidelines and specifications laid down by the **Company**.
- 4.17 A power supply point shall be taken over by the **Owner** of each **Portion**.
- 4.18 Only underground cables shall be allowed from the power supply point to the **Erven** and/or any improvements thereon.
- 4.19 Only environmentally safe and approved sewerage treatment systems (e.g. Lilliput, Scarab) shall be allowed to be installed on **Erven**, the cost and maintenance whereof shall be for the **Member** concerned.

5. PETS

- 5.1 Application for the keeping of pets shall be made in writing to the **Board** and consent may be given by the **Board** subject to these rules and any reasonable conditions the **Board** may impose in their sole discretion.
- 5.2 The **Board** reserves the right to request the **Member** to remove his/her pets in the event of a contravention of these rules or any of the conditions imposed and/or should it create a nuisance or danger to other occupants and/or become a nuisance to the physical, biological, or social environment.
- 5.2 **Erven** should be screened off with a non-penetrable fence for game and pets. Owners must ensure that cats and dogs are regularly vaccinated against contagious diseases and proof must be furnished with any application and may be called for by the Board from time to time.
- 5.3 All cats must be sterilized.
Note: Cats have a significant negative impact on bird life and they crossbreed with the African wild cat.
- 5.4 Dogs must be kept on a leash if on any **Common Property Area** or **Portion** outside the demarcated and fenced **Erf**.

6. ROADS

- 6.1 All roads in COMMIPHORA are subject to the relevant road traffic ordinance and by-laws regarding road usage.
- 6.2 The speed limit on the main roads is restricted to 40 km/h. Speed limit on all other roads is restricted to 20 km/h.
- 6.3 The use of any vehicle with noisy exhaust systems is prohibited.
- 6.4 No employees or servants of Members shall be allowed on any roads by foot except employees of the **Developer**/COMMIPHORA while doing work in COMMIPHORA.

7. IMPROVEMENTS, AESTHETICAL- AND DESIGN GUIDELINES

Improvements to **Erven** shall be in accordance with the Aesthetical- and Design Guidelines.

8. SERVICES

In respect of water and domestic waste, electricity and sewage services and maintenance of roads the Shedule, attached as **Annexure B** "INSTANDHOUDING EN BESTUUR VAN INFRASTRUKTUUR EN DIENSTE:

COMMIPHORA” as agreed between the **Developer** and COMMIPHORA and as may be amended from time to time shall apply as well as the following:

8.1 Water

- 8.1.1 COMMIPHORA HOME OWNERS ASSOCIATION (NPC) is a registered Water Services provider and shall provide a minimum of 1,4 kℓ water per day to every portion at a point of delivery (POD) which is located at the boundary of every **Portion**.
- 8.1.2 The quality of water shall comply with the national standards for drinking water as contemplated in the Water Services Act No 108 of 1997.
- 8.1.3 All **Members** are responsible for the water reticulation from the POD to the dwelling units in accordance with COMMIPHORA HOME OWNERS ASSOCIATION (NPC) specifications. The POD that consists of a valve and water meter remains the property of COMMIPHORA HOME OWNERS ASSOCIATION (NPC).
- 8.1.4 Average water use per day must not exceed 2.53 m³ per portion. All Members accept the readings as indicated on the water meters as prima facie proof of water used. When a meter becomes dysfunctional an estimating of water uses for the same date and period of previous years will be considered.
- 8.1.5 A water price structure will be calculated and adapted by COMMIPHORA HOME OWNERS ASSOCIATION (NPC) from time to time.
- 8.1.6 All **Members** are obliged to install a reverse osmosis purification system for drinking water.

8.2 Waste

- 8.2.1 Each **Member** shall deliver domestic waste in the bins installed at the boundary of each **Portion**. The domestic waste will be properly buttoned in suitable heavy duty refuse bags and put inside the triangle at the entrance from the main roads to the **Portions** on the day, determined by the **Board**.
- 8.2.2 Refuse removal will be undertaken by COMMIPHORA from the standard refuse collecting point to a temporally collecting point at the services **Portion** (Portion 13) from where it will be removed to the municipal dumping site.

- 8.2.3 Standard collecting point is in the triangle at the entrance from the main roads to the **Portions**.
- 8.2.4 **Members** shall be responsible to handle refuse in such a manner that it will not pollute the environment and make sure that it is animal proof.
- 8.2.5 Building rubble and materials shall be removed by each **Member** or the contractor to the municipal dumping site.

8.3 Electricity

- 8.3.1 Point of power supply will be at the boundary of every **Portion** supplied with power. Each **Member** shall be responsible for the power reticulation from said point to the **Erf** and/or dwelling by means of underground cables in accordance with electrification standards and specifications.
- 8.3.2 The power supply point shall be taken over by the Owner of each **Property**.
- 8.3.3 Only underground cables shall be allowed from the power supply point to the **Erf**.

8.4 Sewage

Only environmentally safe and **Board** approved sewage treatment systems, e.g., a *Lilliput* sewage system, *Scarab*, shall be allowed at every dwelling and shall be maintained at the cost and expense of the Owner.

8.5 Maintenance of Roads

- 8.5.1 All roads excluding private roads will be maintained by the **Company**.
- 8.5.2 Maintenance of Private Roads will be the responsibility of the Owners.

9. COMMUNAL AREAS, INFRASTRUCTURE AND ASSETS

- 9.1 It is recorded that, since the first registration of a **Portion** from the **Developer** to an Owner, the **Developer** has transferred, as part of **Common Property**, the following improvements to and in favour of the **Company** for the management, control and administration thereof by the **Company**:

- 9.1.1 All main access roads and secondary roads marked in red and described and indicated as “access-, service- and maintenance roads” (“*toeganspad, dienspad en onderhoudspad*”) on **Annexure “A” (Map “A” and “B”)**;

- 9.1.2 The main entrance gate and service gate (“hoofhek, dienshek”) marked and indicated on **Annexure “A”** (Map “A”);
- 9.1.3 The water reticulation infrastructure (pipes, boreholes, pumps and reservoirs) described in **Annexure “A”** and indicated in blue as “water provision system” on **Annexure “A”** (Map “A” and “B”) to the boundary of every **Portion** for domestic use;
- 9.2 The following **Common Property Areas** and amenities shall be transferred by the **Developer** to the **Company** after 50% (fifty percent) of **Portions** have been transferred to persons or entities other than the **Developer** and these areas and amenities may not necessarily be Transferred simultaneously. The **Developer** shall in its own discretion be entitled to waive any rights and to transfer these portions and **Common Property** amenities at an earlier date. The **Company** shall be liable for the maintenance, control and administration of all **Portions** and **Common Property** amenities as from date of transfer and/or hand-over thereof by the **Developer**.
- 9.2.1 The gravel pit servitude on **Portion 14** and all irrigation pipes, irrigation fields and airstrip on **Portion 16**;
- 9.2.2 All infrastructure on **Portion 13** comprising *inter alia* the manager’s house, servant quarters and old shed;
- 9.2.3 Game species as follows:
- | | | |
|-----------|-----------|--------|
| Impala | 24 female | 6 male |
| Kudu | 12 female | 3 male |
| Giraffe | 1 female | 1 male |
| Blesbok | 6 female | 1 male |
| Gemsbok | 5 female | 1 male |
| Zebra | 3 female | 1 male |
| Waterbuck | 4 female | 1 male |
| Eland | 3 female | 1 male |
- 9.2.4 **Portions 13, 16 and 28** to the **Company** as part of the **Common Property Areas**.
- 9.2.5 Water rights of 13 ha assigned to portion 16.
- 9.2.6 Water rights of 10 ha assigned to Portion 13 for COMMIPHOR for domestic use.
- 9.3 The **Developer** shall, in accordance with attached **Annexure “B”**:
“Skedule Instandhouding Infrastruktuur” liable for a contribution for the maintenance of amenities and infrastructure during the **Development Period** until 50% (fifty percent) of the **Portions** have been transferred to

persons or entities other than the **Developer** and the **Company** from time to time.

10. TENANTS, VISITORS, CONTRACTORS, EMPLOYEES

- 10.1 The provisions of these **Rules** and the duties of the **Owner/Member** in relation to the use and occupation of **Portions** and common property shall be binding on the **Member/owner** of any **Portion** and any lessee or other **occupant** of any **Portion** and it shall be the duty of the owner/**Member** to ensure compliance with these **Rules** by his lessee or **occupant**, including employees, contractors, guests and any member of his/her family, his/her lessee or his/her occupant.
- 10.2 A **Member** shall not let his property or part thereof or allow occupation thereof without notifying the **Board** of the name, ID number, contact details and residential address of such tenant or **occupant**.
- 10.3 The owner shall ensure that a copy of these **Rules** is included in any written lease concluded in respect of his **Portion** or part thereof and shall at the request of the **Board**, furnish a copy of such lease to the **Board**. If a written lease is not concluded, the member may be required to furnish proof to the **Board** that his/her tenant/**occupant** has received a copy of these **Rules**.
- 10.4 **Occupants** of any **Portion** within the **Park** are liable for the conduct of and/or damages caused to common property by their visitors, contractors, servants and/or employees and must ensure that they adhere to these **Rules**.
- 10.5 All **Members** must ensure that contractors in their employ have signed / acknowledged the **Contractor's Code of Conduct** prior to commencement of any building / construction activity and must ensure that they always adhere to the provisions of these **Rules** and of the Contractor's Code of Conduct at all times.
- 10.6 In the event of any breach of the **Rules** by a **Member's** lessee, **occupant**, visitor, employee, contractor, guest, member of his family or of his lessee or **occupant**, such breach shall be deemed to have been committed by the **Member** himself, but without prejudice to the rights of the **Company** to take or cause to be taken, such action against the person actually committing the breach, as the **Board** in their discretion may deem fit.

11. FINES AND PENALTIES

- 11.1 For the enforcement of any **Rules** made by the **Directors** or the **Company**, the **Directors** shall be entitled to:
- (a) take such action, including proceedings in Court, as they may deem fit;
 - (b) implement a system of fines and penalties from time to time in order to deter any contravention of these **Rules** and to ensure the due enforcement of these **Rules**.

- (c) Any fines or penalties imposed by the **Directors** are subject to adjustment and/or ratification by members in General Meeting.
- (d) In the event of contravention of any of these **Rules**, the following procedure will be followed and implemented by the **Directors / Managing Agent**:
 - (i) A letter of demand ("*the first demand*") will be sent to the **Member**, specifying the nature of the breach and demanding him to remedy the breach where it is capable of being remedied, within a period stipulated in terms of the letter of demand and which demand period shall be reasonable depending on the nature and/or urgency of the matter concerned;
 - (ii) Should the **Member** fail to adhere to the **first demand** and to remedy the breach or where a breach is not capable of being remedied (ex. speeding, noise etc.), then a letter of demand, incorporating a penalty ("*the final demand*") will be sent to the **Member**;
 - (iii) Should the **Member** fail to adhere to the **final demand** and to remedy the breach and/or to pay the fine then, unless written objection is received from the **Member** concerning the alleged contravention within 7 (seven) days from receipt of the final demand, the prescribed fine shall be implemented and levied against the **Member's** levy account and shall be enforceable, as if such fine constitutes a normal levy;
 - (iv) For any consecutive breach or transgression of the same rule within a period of 6 (six) months, it would not be necessary for the **Board** to issue a **first demand** and in such event a **final demand** shall be issued.
 - (v) If a **Member** disputes any breach, a Committee of 3 (three) **Directors** appointed by the **Chairman** shall on receipt of the **Member's** written objection convene a meeting with the **Member** within a period of 10 (ten) days to adjudicate upon the issue. The meeting shall take place at a venue and time, and in accordance with such procedure as the **Chairman** of the Committee shall direct, provided that the Rules of natural justice shall be observed and at which meeting the **Member** shall be entitled to address his objection and to call witnesses.
 - (vi) The decision of the **Committee** shall be final unless objected to **in writing** within 10 (ten) days from notification of its decision;
 - (vii) Should the **Member** refuse to accept the decision of the **Committee** on any matter, such dispute shall then be referred to the Ombud Service in terms of the **Community Schemes Ombud Service Act** and/or mediation and/or arbitration in terms of Rule 13 of these **Rules**;

- (viii) Any fine imposed upon any **Member** will be deemed to be a debt due by the **Member** to the **Company** and shall be recoverable by ordinary civil process.

11.2 Until amended, the following fines and/or penalties are to be imposed upon owners from infringements arising from their actions or the conduct of the user, in terms of the **MOI** and these **Rules**:

11.2.1	First offence	R1 000-00
11.2.2	Second and further offences of the same infringement per breach	R2 000-00
11.2.3	Breach of a provision requiring Board approval	R2 000-00
11.2.4	Any breach of a Security Rule	R2 000-00
11.2.5	Any breach of environmental rules (i.e. pollution, damage to fauna, flora, etc.)	R2 000-00
11.2.6	Administration charge per page of a letter to implement procedure in the event of contravention of any Rule	R 200-00

11.3 Any fines or penalties imposed by the **Board** are in addition to any legal remedies available to the **Company** where, for example, the Company may sue for damages where contravention of a rule has given rise to a damage claim.

12. LEVIES

*[As recorded in Article 1.5(6) of the **MOI**.]*

12.1 In the determination of **Levies** payable by the **Members** the following principles shall apply:

12.1.1 The **Board** shall collect **Levies** raised in accordance with the annual budget, in equal shares upon **Members**;

12.1.2 The **Directors** may in any case where they consider it equitable to do so, assign to any **Member** any greater or lesser share of the costs as may be reasonable in the circumstances.

12.2 The **Directors** may from time to time determine the **Levies** payable by the **Members** for the purpose of meeting 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.

12.3 The **Directors** shall not less than 30 (thirty) days prior to the end of each financial year or so soon thereafter as is reasonably possible, publish a notice indicating an estimate ("**estimate**"), in reasonable detail, of the amount which shall be required by the **Company** to meet the expenses during the following

financial year, and shall specify separately such estimated deficiency, if any, as shall result from the preceding year. The **Directors** may include in such estimate an amount to be held in reserve to meet anticipated expenditure not of an annual or recurring nature (reserve fund).

- 12.4 Each notice to each **Member** shall specify the contribution (levy) in accordance with the **estimate**, payable by that **Member** to such expenses and reserve fund.
- 12.5 The annual levy for the ensuing financial year or any special- or other levy to be implemented shall become due and payable on the passing of a **Board Resolution** to that effect and the publication thereof as envisaged in Article 1.3(5).
- 12.6 The annual levy shall be payable in equal monthly instalments due in advance on the 1st day of each and every month of each financial year, provided that **Members** in General Meeting may give directions to the **Directors** to deviate from this arrangement.
- 12.7 Any special- or other levy shall be payable in a form that the **Directors** may direct, subject to any direction of **Members** in General Meeting by a mere majority and/or in terms of such directions as the **Members** may impose at any General Meeting and failing any direction, shall be paid to the **Company** by Electronic Funds Transfer to the **Company's** nominated bank account.
- 12.8 In the event of the **Directors** for any reason whatsoever failing to prepare and timeously serve the notice referred to in Article 1.5(6.3) above, every **Member** shall until served with such notice, continue to pay the levy previously imposed and shall after service of such notice pay the levy specified therein. A **Member** shall pay any deficit (comprising the difference between the levies payable during the previous financial year and the new levy imposed, if any) within 30 (thirty) days of receipt of the notice specifying the new contribution payable by the **Member**.
- 12.9 Upon the change of ownership of a **Portion**, the successor in title becomes liable for the pro-rata payment of contributions from the date of change of such ownership.
- 12.10 The **Directors** may from time to time impose special **Levies** upon the **Members** in respect of all expenses as are mentioned in Article 1.5(6)(6.1) which are not included in any estimate made in terms of Article 1.5(6)(6.2).
- 12.11 All **Levies** and any special levies referred to in Article 1.5(6.1) and (6.7), becomes due on the passing of a **Directors'** Resolution to that effect and may be recovered by the **Company** by action in any competent Court having jurisdiction or by application to CSOS, from the **Member(s)** who were **Owner(s)** of the **Erf/Erven** at the time when such Resolution was passed.
- 12.12 The **Directors** or the **Members** in General Meeting shall be empowered in addition to such other rights as the **Company** may have in law against its **Members** to determine the rate of interest from time to time chargeable upon arrear **Levies**. The interest rate shall not exceed any limitation as may be prescribed from time to time in terms of the National Credit Act, No. 34 of

2005, in which event the interest rate shall be limited to the maximum interest rate allowed. Interest shall be calculated monthly in arrears and compounded.

- 12.13 The obligation of a **Member** to pay a levy and interest shall cease upon his ceasing to be a **Member** without prejudice to the **Company's** right to recover arrear **Levies** and interest and penalties, fines and other amounts due to the **Company**. No **Levies** (excluding **Levies** paid in advance), interest, penalties, fines or other amounts paid by a **Member** shall under any circumstances be repayable by the **Company** upon his ceasing to be a **Member**. A **Member's** successor in title to a **Portion** shall be liable for payment of **Levies** and/or special levies that are still payable in respect of the **Portion**, as from the date upon which he becomes the registered **Owner** of the **Portion** as reflected in the Deeds Registry.
- 12.14 No **Portion** registered in a **Member's** name shall be capable of being transferred without a Clearance Certificate as referred to in Article 1.5(5)(5.6) first being obtained from the **Company**, confirming that all **Levies** (including payment of 3 (three) months' levies in advance or as may be determined by the **Directors** from time to time), penalties, fines or other amounts due and interest have been paid up to and including date of registration of transfer thereof.
- 12.15 A **Member** shall be liable for and pay all legal costs, including costs as between attorney and own client, collection commission, expenses and charges incurred by the **Company** in obtaining the recovery of arrear **Levies**, penalties, fines, interest or any other arrear amounts due and owing by such **Owner** to the **Company** or in enforcing compliance with the **Act**, the provisions of this Memorandum of Incorporation, or the Rules.
- 12.16 The **Directors** may from time to time determine a charge to be levied against **Members** in arrears, as an administration charge payable to the **Company** or to the **Managing Agent**.
- 12.17 Interest imposed by the **Directors** shall be subject to review by the **Members** in General Meeting and shall not exceed any limitations set by legislation.
- 12.18 All payments made by a **Member** and received by the **Company**, shall be allocated firstly towards interest, legal costs and thereafter towards capital. The **Board** reserves the right to allocate payments as they deem fit in the absence of an express allocation by the **Member**. In the absence of an express allocation by the **Board** or the **Member**, all payments will be allocated to the debt newest in time.
- 12.19 Notwithstanding the provisions of sub-Article (1.5)(6.13), should a **Member** fail to effect payment of contributions (annual and/or special) levied in terms of the **MOI** on due date, the full outstanding balance remaining unpaid for the financial year shall become due and payable without notice and/or demand but the **Board** may at their sole election and discretion agree to a re-payment arrangement with the **Member** concerned and subject to such conditions as the **Board** may impose. The **Board**, in managing the financial obligations and cash flow requirements of the **Company**, may at their sole election and discretion agree to reduce, vary or discount the full outstanding balance remaining unpaid by a **Member**, subject to such conditions as the **Board** may

impose and subject further to the ratification by the **Members**, with or without amendment, at the next General Meeting of the **Company** following such determination.

- 12.20 The “**estimate**” of levies provided for shall include provision for the Community Schemes Ombud Service levy for which a **Member** becomes liable from time to time in terms of the **Community Schemes Ombud Service Act** Regulations.

13. DISPUTE RESOLUTION:

[As recorded in Article 5 of the MOI.]

- 13.1 Any dispute between the **Company**, and a **Member** or between **Members** arising out of or in connection with or related to the provisions of the **MOI** (including any or all of its Annexures) and concerning any of the rights/obligations of the parties, including any dispute as to the validity of the **MOI**, save where an interdict or any form of urgent and/or other relief may be required or obtained from a Court having jurisdiction, shall be determined in terms of these dispute resolution provisions; Provided that when a dispute arises and before the appointment of a Mediator the **Company** or **Member** to the dispute may elect to have the dispute referred to the Ombud Service for adjudication in terms of the **Community Schemes Ombud Service Act**.

13.2 Mediation:

- (i) The parties will agree to the appointment of an independent person to act as mediator to the dispute.
- (ii) If the parties are unable to agree to the appointment of a mediator, application will be made to the Association of Arbitrators, Southern Africa (AOA), for a suitably qualified mediator to be appointed.
- (iii) The mediator shall endeavour to assist the parties to settle the dispute by agreement. The mediator shall not adjudicate the dispute, make any recommendations to the parties or advise any party on the merits of the dispute.
- (iv) The mediator shall have the discretion to conduct the mediation in such a manner as he/she determines.
- (v) The mediator shall be responsible for the administration of the mediation including the process and conduct of the mediation, which shall be done in an expeditious and cost-effective manner.
- (vi) Should the mediator be unable to mediate the matter successfully within 10 (ten) days of being appointed, the matter will be deemed to have failed mediation.

13.3 Arbitration:

- (i) In the event of the mediation failing, the dispute will automatically be referred to arbitration.
- (ii) In the event of a dispute between the **Company** and a **Member** or between **Members** arising out of or in connection with or related to provisions of the **MOI**, the **Act** or the **Rules**, save where an interdict or any form of urgent or other relief may be required or obtained from a Court having jurisdiction, shall be determined in terms of these provisions.
- (iii) Notwithstanding the provisions of Article 5.1(3)(ii) any dispute concerning the payment of **Levies** due to the **Company**; shall be excluded from arbitration and mediation.
- (iv) If a dispute or complaint arises, the aggrieved party shall notify the other affected party or parties **in writing** and copies of such notification shall be served on the **Board** and, if appointed, the **Managing Agent** and should the dispute or complaint not be resolved within 14 (fourteen) days of such notice, either of the parties may demand that the dispute or complaint be referred to arbitration.
- (v) Having regard to the nature and complexity of the dispute or complaint and to the costs which may be involved in the adjudication thereof, the parties shall appoint an arbitrator who shall be an independent and suitably experienced and qualified person as may be agreed upon between the parties to the dispute.
- (vi) If the parties cannot agree as to the person of the arbitrator to be appointed in terms of Article 5.1(3)(v) within 5 (five) days after the arbitration has been demanded, the **Auditors** of the **Company** shall upon written application of any of the parties, appoint **in writing** an arbitrator within 7 (seven) days after they have been required to make the appointment.
- (vii) The arbitration shall be held informally or otherwise as the arbitrator may determine in his own discretion. The arbitrator shall have the right to demand that the party demanding the arbitration furnish the arbitrator with security for payment of the costs of the arbitration in such amount and form as the arbitrator may determine, failing which the arbitration shall not be proceeded with. If such failure to furnish security for payment persists for longer than 7 (seven) days after demand for security for payment was made, the other party shall be entitled to abandon arbitration proceedings.
- (viii) The intention being that the arbitration shall be concluded within 45 (forty-five) days after an arbitrator has been appointed or security for costs has been furnished.

- (ix) The arbitrator shall make his/her award within 7 (seven) days from the date of the completion of the arbitration and shall, in making his/her award, have regard to the principles laid down in terms of the **MOI** and the **Rules** thereunder. The arbitrator may determine that the costs of the arbitration be paid by any one of the disputing parties or any of them jointly or in such shares as he/she may determine and as he/she in his/her discretion may deem appropriate, having regard for the outcome of the arbitration.
- (x) In making an award of costs, it shall be competent for the arbitrator to award costs against the **Company** on the basis that the **Member** in whose favour the award was made, shall be excluded from contributing to such costs through his general levy and/or any special levy contributions.
- (xi) The decision of the arbitrator shall be final and binding and may be made an Order of the High Court upon application of any party to, or affected by, the arbitration.
- (xii) The provisions of the Arbitration Act, No. 42 of 1965 shall be applicable.
- (xiii) Notwithstanding that the Arbitration Act, No. 42 of 1965 makes no provision for joinder of parties to an arbitration without their consent thereto, should a dispute arise between the **Company** and a **Member** or more than one **Members** or between a number of **Members** arising out of the same or substantially the same cause of action, or where substantially the same order would be sought against all the parties against whom the dispute has been declared, such parties shall be joined in the arbitration by notice thereof to such other parties as soon as possible after commencement of the arbitration proceedings, but in any event, not later than 10 (ten) days prior to the arbitration hearing.

14. RIGHTS RESERVED TO THE DEVELOPER

- 14.1 During the **Development Period** the **Developer** shall be liable for payment of a levy in respect of 1 (one) **Portion** registered in the **Developer's** name, irrespective of the number of **Portions** registered in the **Developer's** name or held by the **Developer** under Consolidated Title. The **Developer** shall be liable to contribute to the maintenance and expenditure of the **Company** in accordance with **Annexure "B"** until 50% (Fifty Percent) of portions have been sold.
- 14.2 The **Developer** shall exercise, in the **Developer's** sole discretion, the management of the game for the developers own profit or loss, and management of **Common Property Areas** still registered in the **Developer's** name until date of transfer of such **Common Property Areas** to the **Company** or until such time that the **Developer** may unilaterally waive any rights and discretion in writing.

- 14.3 The **Developer**, during the **Development Period**, shall have the right to consolidate and/or sub-divide any of the **Portions** still registered in the **Developer's** name and without the consent of the **Board**, the **Company** or the **Members** of the **Company**.
- 14.4 It is recorded that **Portions 14 and 15** are currently earmarked for agricultural purposes (irrigation) and that the use of these **Portions** will not be changed without the written consent of the **Developer**.
- 14.5 The **Developer** shall, during the **Development Period**, have the sole right to manage and control **Portions 14 and 15** and/or any activity thereon.
- 14.6 The **Developer**, during the **Development Period**, shall be entitled to veto any proposed amendment to the **MOI** and **Rules** to the extent that such amendments affect any of the Developers rights as recorded in this **MOI**.

(B)

AESTHETICAL- AND DESIGN GUIDELINES

1. INTRODUCTION:

- 1.1 The objective of these Guidelines is to ensure that building activities in respect of any improvements to Erven take place with the least nuisance to users of the Park and the least interference with the environment.
- 1.2 The Owner is responsible to ensure that his contractor and the contractor's employees and all sub-contractors comply with these rules and security protocol.
- 1.3 It is furthermore the aim of these rules to allow for freedom of expression concerning the design and architecture of any improvements, provided that improvements harmonise with the environment and enhance the character of the Park.

2) PLAN APPROVAL:

- 2.1 The entire development process is covered in the below-mentioned four phases. Prior to commencement of any construction activities, the Owner must receive plan-approval according to phase 1.
- 2.2 No structures of whatever nature may be built or erected outside the boundaries of the erven.
- 2.3 All building plans must be prepared by an architect registered at The South African Council for Architectural Profession (Act 44 of 2000) and any of the nine Regional Institutes for the architectural profession, and submitted for approval, first to COMMIPHORA **Architectural Committee (AC)** and on its approval to the Local Authority.
- 2.4 Members shall not:
 - i) be entitled to deviate from any plan approved by the **AC** or the Board;
 - ii) submit plans in respect of Improvements to the Local Authority unless such plans have been prepared by an architect referred to in 2.3 hereof and approved by the Developer or its duly authorised representative,

- iii) be entitled to challenge or contest any of the provisions of the Design Guidelines,
 - iv) have any claim of whatsoever nature against the Developer, or its duly authorised representative, and/or COMMIPHORA HOME OWNERS ASSOCIATION (NPC) and/or any architect, as referred to in 2.3 hereof, arising from any refusal of approval of plans and/or conditional approval and, in that regard, the discretion of the **AC** or the Board is absolute;
 - v) breach any restrictions applicable to the Member's Portion and, in particular, coverage, floor area, height and building line restrictions applicable to Improvements on such Portion.
- 2.5 A Member shall not commence the construction of implementation of Improvements unless the Member's Contractor together with the Member and the Member's architect have concluded a CONTRACTOR AGREEMENT and have lodged a copy thereof with the Developer and effected payment of a contractor's deposit as provided therein.
- 2.6 The broad concepts of the Design Guidelines constitute an integral part of the Development and may not be changed. Minor amendments may be authorised from time to time by the AC or the Board and or the Developer during the development period.
- 2.7 All improvements shall comply with the provisions of the Design Guidelines.
- 2.8 No construction, erection or implementation of Improvements on a Portion may commence prior to the approval of plans for such Improvements and, in this regard:
- i) a full set of proposed plans prepared in accordance with the Design Guidelines shall be submitted to the **AC** or the Board for approval. The Board shall have the final say as to whether the plans and specifications conform to the Design Guidelines and its decision shall be final and binding upon the Member,
 - ii) the **AC** and /or the Board, shall be entitled to withhold approval subject to compliance with such modifications or amendments as may be proposed to the plans submitted and/or such other conditions as may reasonably be imposed
 - iii) the Member shall be liable for all reasonable costs in respect of the scrutiny and consideration of plans by the **AC** or the Board.
 - iv) the plans approved by the **AC** and/or the Board shall be submitted to the Local Authority for approval,
 - v) the Member shall comply with all conditions and standards imposed by the Local Authority insofar these may be additional to the requirements of the **AC**, the Board or Design Guidelines.

- 2.9 Any plans, notwithstanding approval by the Local Authority, which have not been prepared and/or submitted and/or approved in compliance with the abovementioned provisions, shall be invalid.

2.10 PHASES FOR DEVELOPMENT

PHASE 1:

- (a) Concept drawings for approval must be submitted to the Architectural Committee of the Board.
- (b) The draft drawing must include the site development plan, floor plan, all elevations and facade in colour, 3-D images.
- (c) The **AC** will submit the draft plans for approval by the Board.

PHASE 2:

Submission of Municipal plans, which must include the site development plan, floor plan, sewerage plan, window- and door schedules, material specifications and colour schemes.

PHASE 3:

- (a) After approval of Municipal plans, a copy of the approved Municipal plans must be submitted to the **AC**.
- (b) Confirmation must be received from the contractor in accordance with Form 1, that he acquainted himself with the Company Rules.
- (c) A building deposit must be paid to CHOA.
- (d) Contractors' inspection must be arranged and held to ensure appropriate site establishment and compliance with all rules and requirements prior to commencement of activities.

PHASE 4:

Occupation of the dwelling may only take place upon the issuing by the AC of a Certificate of Satisfaction (CoS) and which certificate will only be issued upon compliance with the following:

- (a) Submission of an Occupation Certificate to the **AC** from the Municipality;
- (b) Submission of the the following certificates:
 - i) Electrical Compliance Certificate;
 - ii) Gas Certificate;
 - iii) Electric Fence Compliance Certificate (if applicable);

- (c) That all refuse and building rubble has been removed, and any damages caused to Common Property, have been restored to the satisfaction of the **AC**.

2.11 Any clarification or disputes concerning building plan approval may be submitted to the Architects Committee and which Committee comprises of a representative of the Developer and 2 (two) Directors of the Board of Directors of the Company. The decision of the **AC** will be final and binding.

3) DEPOSITS AND FEES:

- 3.1 The Owner will effect payment of a contractors deposit in the amount as may, from time to time, be determined by the Board.
- 3.2 The deposit is a refundable building deposit and may be applied to remedy any breach or non-performance, and specifically to remove rubble or make good, any damage to any Common Property and/or amenities in the Park and/or to the environment, including payment of any outstanding penalties, if applicable.

4. APPROVED CONTRACTORS:

- 4.1 All building contractors active in the Park must be members of the National Home Builders Registration Council.
- 4.2 A professional engineer must be appointed for the design of foundations and any structural elements.
- 4.3 The architect, contractor and engineers must acquaint themselves of any environmental management plans or guidelines applicable.

5. BUILDING SITE:

5.1 ZONING:

All Erven are zoned "agricultural". No rezoning will be allowed without approval by Special Resolution of the Company.

5.2 COVERAGE:

- 5.2.1 15% (Fifteen percent) of 10 000 m² (single storey);
- 5.2.2 10% (Ten percent) of 10 000 m² (double storey).
- 5.2.3 Abovementioned areas include granny flats.

5.3 **FLOOR AREA RATIO ("FAR"):**

The floor area ratio is 0.15 (zero point one five).

5.4 **HEIGHT LIMITATION:**

5.4.1 All improvements are limited to a maximum of two-storeys.

5.4.1 The vertical measurements per storey may not exceed 3200 mm.

5.4.2 A double-storey building shall not exceed 9000 mm, as measured from ground floor surface to the highest point.

5.4.3 Single-storey buildings shall not exceed a height of 7400 mm, as measured from ground floor surface to the highest point.

5.4.4 Ground floor surface may not exceed 500 mm from the closest natural ground level.

5.5 **SIZE OF BUILDINGS:**

Buildings shall have a minimum floor area of 250 m².

5.6 **SECOND DWELLINGS:**

Granny flats, servants' quarters and/or guests' units must form an integral part of the dwelling unit.

5.7 **BUILDING LINES:**

5.7.1 No building activity is allowed within 95 metres from any public road, and with specific reference to the D693 and D1800.

5.7.2 The positioning of any structure on an Erf must be approved by the AC.

6. **ARCHITECTURAL DESIGN GUIDELINES:**

6.1 **Roofs, overhangs and gutters:**

6.1.1 Thatched roofs are not supported due to the fire hazard.

6.1.2 All run-off water is to be controlled to limit erosion.

6.2 **Exterior walls:**

6.2.1 No specific finishing is required.

6.2.2 Colours and finishes that merge with the natural environment should preferably be used.

6.2.3 In cases where a particular design is made use of, other colours may be considered for approval.

6.3 Windows, doors and burglar proofing:

Anodised or powder coated aluminium and/or wood is preferred.

6.4 Garden gates, pergolas, wooden decks, sunscreens and railings:

These items must form an integral part of the dwelling and must be approved, together with the building plans. No freestanding pergolas will be allowed without prior written approval from the AC or the Board.

6.5 Parking, garages and carports:

These items must form an integral part of the dwelling.

6.6 Outdoor living areas and gardens:

This forms an integral part of the dwelling and must blend in with the dwelling.

6.7 Demarcation of erven:

6.7.1 A Designated area approved by the CHOA/Developer of not more than 1(one) hectare may be screened off but is not compulsory.

6.7.2 For the purpose of keeping **pets** and **gardening** the erven must be screened off with a non-penetrable fence or wall for game and pets.

6.7.3 All fences or walls must be at least 2,2 meter high and must be non-penetrable in order to keep pets inside and game outside.

6.7.4 Electric fences, brick walls, steel palisade without devil fork and brick wall with palisade may be used.

6.8 Engine room and solar panels:

6.8.1 Noise levels from any engine room must be contained so as not to cause a nuisance for any resident.

6.8.2 Solar panels must be placed in such position that it blends with the environment and must not be aesthetical displeasing to the environment.

6.9 Swimming pools:

6.9.1 Swimming pools must be approved with the proposed development plan and may not exceed 20 (twenty) cubic meters volume.

6.9.2 Later installations must be approved by the AC and/or the Board.

6.10 Stormwater:

Owners are responsible for the control of stormwater within Erven.

6.11 Temporary buildings:

No temporary structures or buildings may be erected, except for a temporary contractors' shed during construction.

6.12 Outbuildings, horse stables and kennels:

These items must form an integral part of the dwelling.

6.13 Signage:

6.13.1 No billboards or similar signage is allowed, except for construction boards during construction of the dwelling, with the necessary consent having been obtained from the **AC** or the Board will be allowed.

6.13.2 Signboards should not be extravagant and also not excessively large.

6.14 Interior design:

This is up to the free choice of the owner.

6.15 Paving:

Buildings and paved areas may not exceed 20% (twenty percent) of the 1 (one) hectare demarcated area.

6.16 Exterior colour scheme:

Natural colour schemes which blends with the environment are recommended.

7. LANDSCAPING GUIDELINES:

7.1 Purpose of the guidelines:

The purpose is to enhance and protect the greater bushveld landscape and environment with its unique qualities.

7.2 Conservation of indigenous trees:

7.3.1 Trees may only be removed in order to make place for the construction of a dwelling.

7.2.2 Shrubs and bushes may be selectively removed in order to create an open landscape with the trees.

7.3 Plant species:

7.3.1 Preference must be given to indigenous plants and plants with low watering requirements.

7.3.2 No invader plants or declared weeds may be planted.

7.3.3 A full list of invasive plants and declared weeds are available on the website under the heading "*invasive plants and weeds South Africa*".

7.4 The landscape limitations:

7.4.1 Landscape designs requiring water must be limited.

7.5 Lawns:

7.5.1 A limitation of 50 m² is recommended, provided that water consumption does not exceed the allowable quota.

7.5.2 The natural grasslands may be cut to create a neat and natural environment.

7.5.3 Kikuyu and other lawn species which requires continuous watering should not be planted.

8. **CONSTRUCTION GUIDELINES:**

Please refer to the Contractors Code of Conduct.

9. **SITE ACCESS:**

Access to the building site will only be granted once the Board or AC is satisfied that these rules have been complied with, to the extent that compliance is required prior to commencement of construction.

10. **BUILDING SITE SCREENING:**

10.1 All building sites should be screened with shade-net, hessian or other material approved by the Board.

10.2 Contractors, sub-contractors and their employees may not access any portion of the Park and must remain within the boundaries of an Erf, save for commuting to and from the Park entrance gate.

10.3 All building-sheds and chemical toilet facilities and/or containers must be within the screened area.

10.4 All building material must be deposited within the Erf boundaries.

10.5 Building rubble must be removed from site, at least once a week.

10.6 All food stuffs, papers and domestic papers, plastic and domestic waste must be disposed of in appropriate refuse bins and must be secured, so as not to be accessible to any baboons or other animals and must be removed from site, at least once a week.

- 10.7 No rubbish or waste may be burnt or buried on site.
- 10.8 No concrete, dagha or cement may be mixed on the ground and must be prepared on mixing boards. No concrete, dagha, cement or wastewater from such mixtures may be disposed of anywhere on the building site or within the Park.
- 10.9 No waste disposal holes are allowed on site.
- 10.10 No trucks or mixers may clean out their tanks or be washed within the Park.
- 10.11 Building activities must take place in accordance with security protocol and within the allowed building times.

11. ON-SITE WORKERS:

- 11.1 Construction workers may not enter the Park by foot and will be denied access if this is attempted.
- 11.2 All site workers are not allowed to overnight at the building site and must remain within the Erf boundaries at all times during working hours and may not enter any other portion of the Park during construction period.
- 11.3 Construction is allowed from 07h00 – 17h00 on Mondays to Fridays. No building activity is permitted on Saturdays, Sundays and Public Holidays.
- 11.4 Deliveries are only allowed during normal working hours.
- 11.5 No uncontained fires of any sort are permitted on the building site.
- 11.6 The **AC** will be entitled to carry out periodic inspections to ensure that the site is kept clean and tidy, and that construction is complied with in terms of these Rules.
- 11.7 A period of 12 (twelve) months is allowed for construction of new dwellings, unless special approval has been granted by the Board to exceed the building time limitation and subject to such reasonable conditions as the Board may impose.

12. CONSTRUCTION COMMENCEMENT:

Construction may only commence if the **AC** is satisfied that all preliminary requirements (Phase 1 and Phase 2) have been met.

13. BUILDING PROGRESS:

- 13.1 When it becomes apparent that building is not progressing, and/or is in breach of these rules, the Company will, as necessary and at the Owner's cost, use the services of a member of the Master Builders Association to evaluate the progress and work completed.

13.2 A notice to complete:

A notice to complete will be issued if there is no visible onsite building progress for a period of 20 working days.

13.3 Penalties shall apply if:

- a) building has not progressed within 10 working days of issuing a Notice to Complete;
- b) building has progressed for a period of more than 18 elapsed months.

14. COMPLETION:

14.1 A Certificate of Occupancy issued by the Local Authority must be provided and a Certificate of Satisfaction (**CoS**) issued by the **AC**.

14.2 To obtain a **CoS** the following must be provided or complied with to the satisfaction of the **AC**:

- Electrical Certificate of Compliance.
- Professional Engineers Certificate(s) approving e.g. foundation design, all structural elements, retaining walls, roof, and the septic tank / soak-away design.
- All building materials, rubble screens and building equipment to be removed from site;
- All landscaping to be completed;
- All damages caused by the contractor or sub-contractors to common property and common property areas to be restored or paid.

14.3 The monthly building fee will terminate upon provision to the ARC of a Certificate of Occupancy.

14.4 Phase 4 approval by the **AC** is required before any deposits will be refunded.

14.5 The **AC** reserves the right to prevent the occupation of any building if the above is not fully adhered to.

15. NON-COMPLIANCE:

Should the **AC** have any concern regarding the contractor, his sub-contractor or his suppliers or any of their employees, the **AC** reserves the right to rectify as deemed necessary or suspend building activity either indefinitely or until such undesirable conduct is rectified, which it may do at any time and without notice, and without recourse from the owner and/or contractor, sub-contractor,

supplier. Building work infringing these Rules may be removed at the owner's expense. The Association has the authority to impose fines and penalties.

(C)

CONTRACTORS CODE OF CONDUCT

WHEREAS the owner has purchased a portion of Portion 5 of the farm Vucht 436 L.Q., in the scheme known as Commiphora Eco Park from the developer and is desirous to make improvements to the Erf;

AND WHEREAS the owner wishes to employ the services of a contractor in order to undertake the necessary building improvements;

AND WHEREAS the owner from Free Choice has decided to make use of the services of the contractor in this Agreement;

AND WHEREAS with the purpose of unnecessary nuisance, the storage and friction that may be caused by the continuation of any construction work taking into account the surrounding owners in the Commiphora Eco Park as well as the layout as brought about by the developer, there is agreed to capture certain requirements in terms of which the owner, the contractor appointed by the owner, in consultation with the architect of the owner's choice undertake the construction and building operations.

1. OBLIGATIONS OWNER:

The owner will at all times:

- 1.1 Be liable for the conduct of the contractor for any damages or breach arising from any act or omission caused by the owner's contractor for the duration of the contractor's activities in the Park;
- 1.2 Ensure that the contractor complies with all rules and regulations as set out herein and without delay to address any breach by the contractor (or any party directly or indirectly involved in the construction process) of these rules and regulations;
- 1.3 Obligated to bring any damage or incident that causes disadvantage or damage to any party taking place in the Park under the Board's attention;
- 1.4 Be available during the construction period in order to immediately pay attention to any problems that may arise or any infringement, action or inaction that takes place in contravention of the provisions of these rules;

- 1.5 Be obliged to ensure that all contractors, their staff and suppliers are registered with COMMIPHORA to access the park and that they comply with the Security Protocol.

2. OBLIGATIONS OF THE CONTRACTOR:

The Contractor shall in writing acknowledge that:

- 2.1 He received a complete copy of the company Rules;
- 2.2 That he understands the contents of the rules and will abide by the rules;
- 2.3 The access to the Park and the route to the property was pointed out;
- 2.4 The landmarks in which they will be allowed to conduct their construction and related activities and duties were pointed out to him;
- 2.5 That he as acquainted himself with the Security Protocol and the access and entrance protocol;
- 2.6 He will report any incident that occurs that may pose any danger or damages to Common Property or the potential of harm to any third party;
- 2.7 All essential permissions of the local authority and COMMIPHORA have been obtained before starting any construction work.
- 2.8 All his staff and their vehicles that enters the Park will be issued with a valid identification permit as obtained from COMMIPHORA before the person or vehicle is permitted to enter the Park. The Contractor shall be responsible for the administration costs of the issuing of the permit in the amount as determined by the Board from time to time.

3. LEGISLATION AND REGISTRATION AND APPROVAL:

The contractor confirms that he:

- 3.1 Registered with the NHBRC (and that his registration has not been suspended with the signing of this agreement) with _____ and that he is fully aware and informed regarding the provisions of the Housing Consumers Protection Measures Act, No. 95 of 1998 together with the Regulations promulgated in terms of the act.
- 3.2 That he is fully familiar with and will comply with the relevant provisions of the Occupational Health and Safety Act, No. 85 of 1993.
- 3.3 Is familiar with and will comply with the relevant provisions of that National Environmental Management Act, No. 107 of 1998 ("NEMA").

4. CONSTRUCTION OPERATIONS:

The contractor undertakes to ensure that:

- 4.1 All his employees and sub-contractors who provides a service will receive an appropriate briefing on these rules and that he takes full responsibility of their actions;
- 4.2 All work performed on the property are to be executed according to general accepted construction practices;
- 4.3 His activities have the minimum impact on any of the surrounding environment or any other users of the **Park**;
- 4.4 That a joint site inspection is undertaken prior to construction by the owner, the contractor, and a representative of Commiphora in order to:
 - 4.4.1 confirm the demarcation of that Erf Boundaries and building site,
 - 4.4.2 confirm the Water and electrical connection points,
 - 4.4.3 clarify and confirm specifications of the water system,
 - 4.4.4 confirm access of delivery vehicles and delivery protocol,
 - 4.4.5 receive directions on the manner in which the building site is to be screened,
 - 4.4.6 confirm the status of building plan approval and/or any other required approvals or authorisations,
 - 4.4.7 confirm receipt by COMMIPHORA of the construction schedule indicating the commencement date and expected completion date,
 - 4.4.8 confirm payment of the contractor's deposit,
 - 4.4.9 confirm compliance with security protocol and the issuing of the required permits,
 - 4.4.10 confirm that the building site is screened with hessian, shade-net or other materials as may be approved by the Board,
 - 4.4.11 confirm installation of sufficient chemical toilet facilities,
 - 4.4.12 confirm secure storage and/or removal of refuse and building materials.
- 4.5 No rubble is buried on the property or in the **Park**.
- 4.6 No cement is mixed on the ground during construction and the contractor will ensure that mixing platforms are applied for the purpose.
- 4.7 No pollution of which nature occurs during the construction and the contractor will ensure that the requirements of NEMA are met with reference to the storage and waste of chemical, petroleum and other substances.

- 4.8 No protective trees of the property are removed, destroyed or damaged.
- 4.9 No building material is downloaded in a place other than on the building site on the property.
- 4.10 No delivery vehicle is allowed on the **Park** or the property that exceeds 12 tons, and that all vehicles from which the gross vehicle mass exceeds 3 000kg and higher than 2,9m are only the control gate at D1800 used for access. The contractor will also ensure that no other roads than the direct path from the entrance to the property are used by anyone under its control. If any vehicle of which the gross mass 12 tonnes exceeds any delivery in the Park on the property, the consent of the developer will have to be obtained before the delivery is made. The **Board** may make the consent subject to certain requirements and guidelines to be met and the contractor will ensure that the requirements and guidelines are met. No vehicle without rubber tyres will be allowed on the roads in the Park of and to the property and no delivery during wet conditions.
- 4.11 That all construction and deliveries on the property are restricted between 06h30 to 18h00 from Monday to Friday. The contractor shall not be entitled to work on weekends and public holidays without COMMIPHORA's consent granted to it.
- 4.12 That his contractor's board is affixed at no other place than on the property. The Contractor shall also not be entitled to attach its board to any boundary fence of the **Park**. The board will only be displayed for the duration of the construction period.
- 4.13 That none of his employees or sub-contractors shall be allowed to overnight, save for a site security guard, with the prior approval of the **Board**.
- 4.14 No person is permitted to walk on foot from the entrance gate to the building site and no person or employee may access any part of the **Park**, other than the building site.
- 4.15 That the speed limit of 40km/h is not exceeded by any of the employees or sub-contractors.
- 4.16 He will do everything in his power to limit noise pollution and nuisance to other residents of the **Park**.
- 4.17 He will comply with requirements of NEMA, and with specific reference to prevention of pollution and to ensure that the minimum interference is caused to fauna and flora.
- 4.18 No vehicle (including delivery vehicle and cement trucks) is washed on the property or in the **Park**.
- 4.19 A Register is held on the site in which all visitors including the contractor's names and the purpose of their visit are recorded. The **Board** may, at any time, request that copies are made of the whole or from a portion of the register on request. This register will be handed over to the **Board** as a record of the visitors to the building site.

- 4.20 That, prior to the commencement of any construction on the property, all plans and approvals are submitted to the Architectural Committee (**AC**) for approval and authorization to start with construction. Before the contractor did not provide the **AC** of the said authorizations and plans, the contractor will not be entitled to start with construction.
- 4.21 A construction schedule is submitted to COMMIPHORA in which the start date is indicated as well as the expected completion date.
- 4.22 A contractors deposit of R7 000-00 is paid to COMMIPHORA in order to provide for any damages arising from the execution of the contractor's operations which will include access to the property, as well as to provide for any storage costs if the contractor may leave any litter or building materials on the access route to or on the property after completion of its obligations to the owner. The contractor agrees that the deposit interest may be kept free by COMMIPHORA for the duration of the construction period.
- 4.23 All its workers and sub-contractors will regularly be informed by means of an incitement talk in which any change in rules and changing circumstances are highlighted.
- 4.24 He and all its staff, suppliers, sub-contractors and their staff are registered at the developer/CHOA to enter the Park for the purposes of performing a service.
- 4.25 That he will at all times comply with the provisions of Occupational Health and Safety Act No. 85 of 1993.
- 4.26 He adequately acquired all risk cover that includes SASRIA coverage for his own account which proof on request should be shown to any of the parties mentioned in this agreement.
- 4.27 The building site is demarcated with Hessian or other material in consultation and with approval of COMMIPHORA.
- 4.29 The water supply to the Erf and the improvements are according to specifications as laid down in the Civil Services report of COMMIPHORA which a copy is available for inspection at the developer.
- 4.30 A suitable amount of chemical toilet facilities are placed on the site (which will be used on a regular basis) before the operation can be started. The contractor agrees that any person who is directly or indirectly under the contractor's control, which will be the charge of urinating or defecating other than in the toilet facility as provided to be requested to permanently leave the property and the Park.
- 4.31 No structure for the duration which the holders of such nature are that rubbish cannot be removed and scattered by wild animals. The litter must be taken on a daily basis to the municipal dumping. The contractor shall ensure that no litter is burned on the property.

5. INSPECTION AND DAMAGE:

- 5.1 The **Board** or any of its authorised representatives shall be entitled to, at any time, without interference of the contractor's activities, attend an inspection of the building site in order to determine compliance with the provisions of these rules.
- 5.2 The **Board**, the **Member** or the contractor may request a joint site inspection in order to address possible concerns and possible breaches of these rules.

If necessary, any party to this agreement may request the other parties to undertake a joint inspection on the building premises in order to address concerns. All decisions made at such meeting will be submitted in writing and signed by all parties. No decision is summarised and signed by the Parties shall be considered binding on any of the parties to the decision.

(D)

SECURITY PROTOCOL

1. All members, tenants, visitors, contractors, employees, and any person entering the Eco Park shall comply with the following security protocol:
 - 1.1 Traverse all Portions only on demarcated roads and obey all “no enter” signs and closed gates.
 - 1.2 All **Members** shall give notice on Commiphora whatsapp Group when Contractors enter or exit Commiphora as well as for any Contractor’s activities.
 - 1.3 Persons entering or exiting the park shall ensure that all gates are properly closed.
 - 1.4 Any security breach, defect in any security system and crime indicators must immediately be reported to the Board.
2. The following checklist (“aftiklys”) is essential to be use by residents as guidelines to evaluate themselves and their dwelling in order to ensure effective security protocol.

Om te bepaal of jou huisgesin ‘n effektiewe beskermings element ten opsigte van veiligheid, evalueer jouself deur **Ja** of **Nee** op die volgende te antwoord:

A: WONINGBESKERMING		Ja	Nee
1	Is daar ‘n veiligheidshek in jou gang wat jou slaaplek skei met die res van die huis?		
2	Het al jou vensters diefwering voor?		
3	Het al die buitedeure veiligheids hekke?		
4	Het buitedeure loergaatjies?		
5	Is daar ‘n brandblusser in jou slaapkamer?		
6	Is daar ‘n meganiese staalsnyer (boltcutter) in jou slaapkamer?		
7	Is jou kluis veilig geïnstalleer en nie maklik vir bereikbaar vir ‘n misdadiger nie?		
8	Is jou kluis strategies geplaas om veral snags toeganklik te wees?		
9	Het jy ‘n tweerigting radio om met die veiligheidsgemeenskap te kommunikeer?		
10	Is radio so geplaas om snags maklik bereikbaar te wees?		
11	Is daar ‘n elektriese veiligheidsheining om jou opstal?		
12	Is daar veiligheidsligte wat weg van die huis af skyn en van binne af aangeskakel kan word?		
13	Is bosse en wegkruipplek rondom die opstal verwyder?		
B: VROEË WAARSKUWING		Ja	Nee
14	Het jy waghonde in verskillende zones apart om die huis?		
15	Het jy ‘n waghond snags binne in die huis?		
16	Is jou huis voorsien van ‘n alarm stelsel?		
17	Is jou veiligheidsheining gekoppel aan ‘n alarmstelsel?		
C: MISDAAD AANDUIDING		Ja	Nee
18	Ken jy jou honde se lyftaal as iets nie pluis is nie?		

19	Let jy op jou honde se lyftaal as jy tuis kom?		
20	Slaan jy ag op kiewiete wat snags onnodig gesteur word?		
21	Sien jy vreemde spore op jou eiendom raak?		
22	Ignoreer jy vreemde persone en voertuie in jou omgewing?		
23	Vind jy werksoekers/kopers/smous wat ewe skielik vorendag kom, vreemd?		
24	Slaan jy ag op merkers/tekens in jou omgewing?		
25	Slaan jy ag op enige iets wat anders is as waaraan jy gewoond is?		
D: PERSOONLIKE PARAATHEID		Ja	Nee
26	Toets jy daaglik jou radio met die Dienskamer en steunkring?		
27	Is jy deel van selfoon veiligheids groepe in jou wyk?		
28	Is alle noodnommers op jou selfoon gestoor?		
29	Rapporteer jy enige misdaad aan die Dienskamer en polisie?		
30	Dra jy altyd jou vuurwapen by jou?		
31	Maak jy jou wapen weekliks skoon?		
32	Oefen jy gereeld (maandeliks) met jou wapen?		
33	Ken jy die storingsdril van jou wapen?		
34	Ken jy die beginsels van minimum geweld?		
35	Is jy bekend met optrede in noodweer?		
36	Mag jy in sekere gevalle straffelose doodslag toedien?		
37	Mag jy iemand arresteer?		
38	Is jy bekend met Bylae 1 misdrywe?		
39	Beheer jy self die sluit van hekke en deure op die plaas?		
40	Pas jy toegangsbeheer op die plaas toe?		
41	Is daar 'n goeie verhouding tussen jou en jou plaaswerkers?		
42	Gebruik jy plaaswerkers as informante vir misdaad?		
43	Het jy fotos en persoonlike besonderhede van almal wat by jou werk?		
44	Bedryf jy besigheid wat noodsaak dat jy groot bedrae kontant by jou hou?		
45	Is jou alarmstelsel elke aand aangeskakel?		
46	Dra jy 'n noodskakelaar by jou?		
E: NOODPLAN		Ja	Nee
47	Weet jy wat is die OHD (onmiddellike handelings drill) as jy aangeval word?		
48	Is jy vertrouwd met die detail volgorde van rapportering in 'n noodgeval?		
49	Is daar 'n veilige vertrek in die huis waar gesinslede kan skuil as gevaar dreig?		
50	Weet jy waar kan misdadigers ongeforsede toegang tot jou huis kry?		
51	Is elke lid van die gesin getaak vir spesifieke optrede tydens 'n aanval?		
52	Is dit raadsaam om die huis te verlaat as daar moeilikheid buite op die werf is?		
53	Het jy kennis van noodhulp?		
54	Is 'n noodhulp tassie byderhand?		
55	Is daar 'n flitslig byderhand vir elke gesinslid?		
56	Het elke gesinslid toegang tot alternatiewe kommunikasiemiddele vir rapportering?		
F: GEORGANISEERDE GEMEENSAP		Ja	Nee
57	Die gemeenskap speel in die nuwe bedeling 'n primêre rol en nie meer 'n sekondêre rol ter bekamping van misdaad?		
58	Is dit noodsaaklik dat ons na mekaar se belange omsien?		
59	Behoort Huis en Haard beveiliging gesamentlik deur gemeenskap groepe beplan en uit gevoer te word?		
60	Speel die breë gemeenskap 'n kardinale rol ter verskaffing van informasie om sodoende inligting gedrewe aksie planne op te stel?		

61	Is jy deel van georganiseerde gemeenskap in jou omgewing?		
62	Neem jy deel aan opleiding en aksies wat georganiseerde gemeenskap beplan?		
63	Dit is die owerheid se plig om my te beskerm en hoef ek as gemeenskapslid niks te doen nie		
64	Ons land is nie in 'n oorlog gewikkel nie, daarom is ek as burger veilig.		
65	Ek sal nie onder misdaad gebuk gaan nie.		
66	Ons regstelsel is gesond en sal my beskerm.		
TOTAAL			

Op **60** van die punte behoort jy **JA** te antwoord en op **6** punte behoort jy **Nee** te antwoord.

Indien dit so is behoort jy in terme van misdaad eerder 'n faktor as 'n slagoffer te wees.

3. The following fire management plan is applicable for Commiphora

COMMIPHORA BRANDBESTUURPLAN

1. AGTERGROND

Alle grondeienaars moet voldoen aan Wet 101 van 1998, die Nasionale Wet op Bos en Veldbrande. Die doel van die Wet is om mens, dier en infrastruktuur te beskerm. Commiphora is 'n geregistreerde lid van die Lephalale Brandbeskermingsvereniging sedert 2 Februarie 2015. Die lidmaatskap verseker omgekeerde aanspreeklikheid en dit het ook 'n versekerings voordeel.

2. BRANDSPANLEDE

- 2.1. *Beheerstruktuur: Direksie van Commiphora*
- 2.2. *Brandbestryders: Inwoners en Lede van Commiphora*
- 2.3. *Ander Rolspelers: Gemeenskap*

3. BRANDBESKERMINGSTOERUTING

- 3.1. *Vuurvegters: 1*
- 3.2. *Spanleiers: 3*
- 3.3. *Katoen oorpakke: 15*
- 3.4. *Handskoene: 15 pare*
- 3.5. *Oog en kopbeskerming: 15*
- 3.6. *Leer stewels: 15 pare*
- 3.7. *Water aanvullingspunte: 2*
- 3.8. *Harke en grawe: 15*
- 3.9. *Brandslaners: 15*
- 3.10. *Spuite: 2*
- 3.11. *Hand en mobiele radios: 4*
- 3.12. *Drinkwater: 15x2liter*
- 3.13. *Eerstehulptas: 1*

4. RISIKO AREAS

- 4.1. *Woonhuise*
- 4.2. *Water reservoires*
- 4.3. *Pompstasies*
- 4.4. *Digbegroeide areas*

5. VOORKOMINGSMAATREËLS

- 5.1. **Infrastruktuur brandstroke:** 4m breë brandstroke om alle wonings, reservoars en pompstasies. Verwyder alle oortollige brandbare materiaal. Verhoed kaal grond om erosie te voorkom. Sny gras kort.
- 5.2. **Interne brandstroke:** Alle hoofpaaie en dienspaaie en wildsbesigtigingspaaie. Sny gras kort en 4m breed.
- 5.3. **Grens brandstroke:** 4m breë brandstrook rondom Commiphora.
- 5.4. **Voltooiing van brandstroke:** Alle brandstroke moet teen einde Mei elke jaar voltooi wees.
- 5.5. **Beheerde vure:** Steek vure aan in 'n permanente vuurmaakplek wat omring is van 'n area met geen brandbare materiaal vir ten minste 2 meter. Moet nie vure sonder toesig laat nie.
- 5.6. **Hoë brandgevaar periodes:** Geen vure of sweis en snywerk in die ope lug nie.
- 5.7. **Berging van brandtoerusting:** Moet apart van produksie toerusting gehou word, altyd beskikbaar, werkende toestand. Brandstoor moet gesluit word.
- 5.8. **Opgeleide personeel:**

6. REAKSIE OP BRAND

- 6.1. Enige persoon wat bewus is van 'n onbeheerde brand moet onmiddelik alarm maak aan die direksie en ander lede.
- 6.2. Alle brandspanlede haas hulle met toerusting soos vermeld na die brand.
- 6.3. Persoon eerste op die toneel neem bevel en beheer oor totdat direksie opdaag.
- 6.4. Beplan bestryding van brand takties deur die volgende in ag te neem:
 - Windsterkte en windrigting
 - Volume brandbare materiaal
 - Bestaande brandstroke
 - Infrastruktuur
 - Beskibare toerusting en mannekrag
 - Maak van teenbrand
- 6.5. Bestry brand fisies deur sand met grawe op vlamme te gooi, vlamme met brandslaners te blus of met water te spuit.
- 6.6. Verwyder brandbare materiaal met handkapper(slasher).
- 6.7. Plaas altyd 'n persoon waar brand reeds geblus is om te verseker dat dit nie opvlam nie.
- 6.8. Skuif brandslaners betyds op brandlyn aan.
- 6.9. Dood alle smeulende stompe en miskoeke nadat vlamme geblus is.
- 6.10. Voertuie moet altyd op 'n veilige plek geparkeer word.
- 6.11. Beskerm lewe as prioriteit dan infrastruktuur en eiendom.

FORM 1

CONTRACTOR'S PARTICULARS AND ACKNOWLEDGEMENTS

CONTRACTOR'S PARTICULARS:

CONTRACTOR NAME / ENTITY : _____
REGISTRATION NUMBER : _____
PHYSICAL ADDRESS : _____

E-MAIL ADDRESS : _____

CONTRACTOR'S REPRESENTATIVE:

Full Names : _____
Identity Number : _____
Cellphone Number : _____
E-mail address : _____

NHBRC REGISTRATION NO. : _____

CONTRACTOR'S ACKNOWLEDGEMENTS:

I, the undersigned, _____,

Identity Number: _____

being the contractor / contractor's representative, acknowledges:

1. that the contractor's building activities in respect of **Erf** _____ and entry onto the Commiphora Estate will be subject to the provisions of the Commiphora Rules;

2. that I have received a copy of the Commiphora Company Rules;
3. that I understand that the Rules are binding on all labourers, employees, directors, partners and/or sub-contractors of the contractor;
4. that the contractor may not proceed with any building activities prior to a joint site inspection between the contractor or his representative and a representative of the Commiphora Home Owners Association and payment of the required deposit;
5. that the contractor will not execute the contract without the Statutory- and Municipal approvals;
6. that the contractor acquainted himself with the security protocol;
7. that the contractor will at all times in the execution of the contract, comply with the provisions of the Occupational Health and Safety Act, No. 85 of 1983 and applicable provisions of the National Environmental Management Act, No. 107 of 1998.

SIGNED at _____ on this the _____ day of _____ 20__

Signed: **CONTRACTOR**

Full names: _____

Identity Number: _____

OR

Signed: **CONTRACTOR'S REPRESENTATIVE**

Full names: _____

Identity Number: _____

Capacity: _____

ANNEXURE "A"

ANNEXURE A: BESKRYWING INFRASTRUKTUUR-COMMIPHORA (Sien Kaart A en B-Commiphora)

1) Reg van weg, waterpyplyn en elektriese krag 10m wyd al langs ewewydig met:

- vir ongeveer 25m oor die noordelike grens van gedeelte 20
- oor die volle lengte van die noordelike grens van gedeeltes 21,22,23
- Vir ongeveer 45m oor die noordelike grens van gedeelte 24

En reg van weg, waterpyplyn en elektriese krag 5m wyd al langs ewewydig met:

- Oor die volle lengte van die Noord-oostelike grens van gedeeltes 24, 25
- Vir ongeveer 130m oor die Noordelike grens van gedeelte 50
- Oor die volle lengte van die Noord-oostelike grens van gedeeltes 50,51
- Vir ongeveer 255m oor die Noord-oostelike grens van gedeelte 52
- Oor die volle lengte van die Noordelike grens van gedeeltes 55-67
- Vir ongeveer 155m oor die Noord-oostelike grens van gedeelte 52
- Oor die volle lengte van die Noord-oostelike grens van gedeeltes 53 en 54
- Oor die volle lengte van die Suid-westelike grens van gedeeltes 26,27
- Vir ongeveer 130m oor die Suidelike grens van gedeelte 27
- Oor die volle lengte van die Suid-westelike grens van gedeeltes 49,55
- Oor die volle lengte van die suidelike grens van gedeeltes 33-45,47,48

En reg van weg, waterpyplyn en elektriese krag 5m wyd al langs ewewydig met:

- Vir ongeveer 350m oor die Noordelike grens van gedeelte 20
- Oor die volle lengte van die Noordelike grens van gedeeltes 17,18,19
- Die volle lengte van die Oostelike grens van gedeelte 33

En reg van weg, waterpyplyn en elektriese krag 3m wyd al langs ewewydig met:

- Oor die volle lengte van die Oostelike grens van gedeeltes 45,46
- Vir ongeveer 315m oor die Noord-oostelike grens van gedeelte 45
- Oor die volle lengte van die Suidwestelike grens van gedeelte 31
- Vir ongeveer 233m oor die Westelike grens van gedeelte 44
- Vir ongeveer 340m oor die Oostelike grens van gedeelte 47
- Oor die volle lengte van die Westelike grens van gedeelte 46

2) Reg van weg, waterpyplyn en elektriese krag 6m wyd:

- Soos aangetoon op serwituut gedeelte 9 LG no 433/2008 en Annexure A: Kaart A
- Al langs ewewydig oor die volle lengte van die noordelike grens van gedeelte 16

En reg van weg, waterpyplyn en elektriese krag 3m wyd al langs ewewydig met:

- Vir ongeveer 500m oor die Noordelike grens van gedeelte 50
- Oor die volle lengte van die Suidelike grens van gedeeltes 24,25

3) Reg van weg 4m wyd al langs ewewydig met:

- Oor die volle lengte van die Suidelike grens van gedeeltes 14,16 en 54-67
- Oor die volle lengte van die Oostelike grens van gedeeltes 67 en 32
- Oor die volle lengte van die Noordelike grens van gedeeltes 32,28,26,
- Oor die volle lengte van die Westelike grens van gedeeltes 14-17

4) Hoofhek wat as Serwituutnota beskryf is as "Die figuur S1 37 S2 S3 S1 stel voor 'n Serwituut, groot 2005 vierkante meter, en affekteer Gedeelte 20 soos aangedui" en aangetoon op LG no 433/2008 en Annexure A: Kaart A

5) Dienshek geleë op gedeelte 16 en soos aangetoon op Annexure A: Kaart A

- 6) Serwituutnota wat beskryf is as “Die lyn 8x SB3 SB9 SB8 SB7 SB11 stel voor die Noordelike grens van 'n Serwituut 6,00 meter wyd en affekteer Gedeelte 7 soos aangedui” op LG no 433/2008 en Annexure A: Kaart A.
- 7) Serwituutnota wat beskryf is as “Die lyn 8y SB5 SB4 SB6 stel voor die Suidelike grens van 'n Serwituut 6,00 meter wyd en affekteer Gedeelte 9 soos aangedui” op LG no 433/2008 en Annexure A: Kaart A.
- 8) Besproeiingspyp geleë op Serwituut soos beskryf in punt 6 en gedeelte 16 en soos aangetoon op Annexure A: Kaart A
- 9) Gruisgroef geleë in die Suid-Westelike hoek van gedeelte 14 vir die ontginning van gruis, nie groter as 1.2 hektaar en om water op te berg vir besproeiingsdoeleindes of huisgebruik en om 'n pompstasie en kragpunt op te sit.
- 10) Watervoorsieningsstelsel bestaande uit 2 waterpunte geleë in die Noordwestelike hoek van Gedeelte 68 en ongeveer 6m en 41m rigting suid van die Serwituut soos beskryf in punt 7 en pyplyne (gemerk “P” en 'n ononderbroke blou lyn), pompe en reservoirs soos aangetoon op Annexure A: Kaart A en B.
- 11) Landingstrook vir vliegtuie geleë al langs en ewewydig met die suidelike grens van gedeelte 16 en strek vanaf die Oostelike grens van gedeelte 14 vir 1200m in 'n Oostelike rigting.

ANNEXURE “B”

SKEDULE INSTANDHOUDING VAN INFRASTRUKTUUR: COMMIPHORA

A: PAAIE

- 1) Onderhoud van die hoof Toegangspad wat Hoofhek verbind met gedeeltes 17, 54,30,32 en 67 en soos aangetoon op Annexure A: Kaart A en B word deur CHOA(NPC) gedoen.
- 2) Die Ontwikkelaar gee 'n bydrae tot bogenoemde volgens die breuk formule $\frac{1}{n+1}$ van die koste, waar n=aantal eienaars wat erwe besit.
- 3) Privaat paaie wat strek vanaf hoofpaaie en sekondêre paaie na huise word deur die eienaars instand gehou.
- 4) Alle ander plaaspaaie geleë op oop areas word deur Ontwikkelaar instand gehou totdat dit aan CHOA(NPC) oorhandig word.

B: TOEGANGSHEKKE

- 1) Die onderhoud van die hoofhek en dienshek soos aangedui op Annexure A, Kaart A word deur CHOA(NPC) gedoen
- 2) Die Ontwikkelaar gee 'n bydrae tot bogenoemde volgens dieselfde formule soos gemeld in punt A 2.
- 3) Onderhoud impliseer die skoonmaak van die terrein en instandhouding van die elektriese instalasie en sonpaneel stelsel.

C: WATERVOORSIENING EN VERSPREIDING

- 1) Die hoofpyplyn wat strek vanaf die waterpunt in rivier tot by pompstasie/resevoirs op gedeelte 13 en verder tot by die reservoirs op gedeelte 67 sowel as taklyne wat water voorsien aan Gedeeltes 14, 26, 30, 32 en 55 word deur die Ontwikkelaar onderhou maar onderhoudskoste daarvan word as volg verdeel: **Ontwikkelaar:** (aantal aftappunte van ontwikkelaar ÷ totale aantal aftappunte) x onderhoudskoste en **CHOA(NPC):** aantal aftappunte van CHOA(NPC) ÷ totale aantal aftappunte x onderhoudskoste.
- 2) Die aftappunte wat insluit die saalstuk, pyp, pypkoppelings, klep en die watermeter van erwe wat reeds deur eienaars besit word, word deur CHOA(NPC) onderhou.
- 3) Die aftappunte wat insluit saalstuk, pyp, pypkoppelings, klep en die watermeter van erwe wat nog aan ontwikkelaar behoort word deur ontwikkelaar instand gehou.
- 4) Pype vanaf uitlaatkant van watermeters tot by erwe word deur eienaars aan wie dit behoort onderhou.

- 5) Die pompstelsels wat strek vanaf die waterpunt tot by die pompstasie/reservoirs op gedeelte 13 en verder tot by reservoirs op gedeelte 67 wat insluit boorgat, pompe, motors, skakeltuig, aansitters, outomatiese waterbeheer stelsel, watermeters tenks en sonpaneel word deur CHOA(NPC) onderhou.
- 6) Die ontwikkelaar gee 'n bydrae tot die onderhoud in punt 5 volgens dieselfde formule soos gemeld in punt A 2.
- 7) Die CHOA(NPC) moet 'n watermeter by die waterbron installeer volgens die vereiste van Mokolo Watergebruikers vereniging.
- 8) Die dag tot dag bestuur van die waterstelsel om water te voorsien word deur CHOA(NPC) gedoen.

D: OMHEINING

- 1) Die onderhoud van die wildheining word deur die ontwikkelaar gedoen totdat dit oorgedra word na die CHOA(NPC).

E: KRAGPUNT BY DIENSTE PERSEEL

- 1) Die kragpunt by die dienste perseel wat krag voorsien vir watervoorsiening moet oorgedra word na CHOA(NPC) met gepaardgaande voorafbetaalde kragvoorsiening aan huis.

F: TYDSDUUR VAN SKEDULE

- 1) Bogenoemde skedule is van toepassing totdat 50% van die totale aantal erwe (52) wat aan ontwikkelaar behoort, oorgedra is aan 'n ander persoon.

Ontwikkelaar: _____ Datum _____

CHOA(NPC) 1. _____ Datum _____

2. _____ Datum _____

3. _____ Datum _____

deur my

Y - 77 600

J.J. Snyden (PLS-1043)
PROFESSIONAL LANDMETER

PROFESSIONELE LANDMETER

$$\underline{Y = 76\ 600}$$

78 005

$\Sigma = 10.000$

X + 11 000







Y = 12,000

Y = 12,000

Y - 77 0000

Y = 75 00

$$\overline{X} = 10,000$$

-  WATERVOORSIENINGSISTEEM
(WATERPUNT, PYPE, POMPE, RESERVOIR)
-  TOEGANGSPAD, DIENSPAD, ONDRHOUDSPAD
-  HOOFHEK, DIENSHEK
-  BESPROEINGSPPY
-  GROND DAM
-  RESERVOIR

Tolas - Nie volgens skaal nie

HOOFHEK

IN MEI 2007 TOT FEBRUARIE 2008

deur my

[Handwritten Signature]
 J. Spierman (PLS-1043)
 ROEPESIONELLE LANDMETER

ANNEXURE A:KAART B

X + 9 000

000 00 - X

000 18 - X

000 18 - X

000 28 - X

X + 10 000
 000 00 - X



LEGENDE

- TOEGANGSPAD, DIENSPAD, ONDERHOUDSPAD
- WATEROORSIENINGSTEEEM (WATERPUNT, PYPE, POMPE, RESERVOIRS)
- GRONDDAM
- BOORGAT
- RESERVOIR