

**TOUWSBERG PRIVATE GAME
&
NATURE RESERVE**

**HOME OWNERS ASSOCIATION
CONDUCT RULES**

DEFINITIONS

Home Owners Association (HOA)	An association of the Owners of Portions in the Touwsberg Private Game and Nature Reserve and the Developer and the Reserve Manager.
Owner	Person, persons or other legal entity (company, trust etc.) which own a total of four shares in any of the four companies that own the land that make up the Touwsberg Private Game and Nature Reserve, which shareholding affords the Owner the right to construct a dwelling on a Portion of the Reserve.
Member	Owner who is a Member of the HOA and the Developer and the Reserve Manager. In the case of a legal entity other than a person or a group of persons, the Owner will be represented on the HOA by a person appointed by the Owner to represent its interests in the HOA and who will thus act as a Member.
Developer	Dr Freddie la Grange or his successor in title. The Developer can also act as Reserve Manager in the absence of a specific appointment in that position.
Reserve	Touwsberg Private Game and Nature Reserve consisting of the combined property of the companies: Touwsberg Nature Reserve 1 (Pty), Ltd Touwsberg Nature Reserve 2 (Pty) Ltd, Touwsberg Plathuis (Pty) Ltd and Touwsberg Wolverfontein (Pty) Ltd.
Portion	The portion of the reserve allocated to an Owner on which he may construct a dwelling. (Refer PC Clause 9)
Management Committee	Committee appointed by the HOA in terms of the HOA Constitution to manage the day-to-day affairs of the HOA.
Purchase Contract (PC)	Agreement entered into between the Developer and the Owner for the purpose of obtaining shares in one of the companies that underlie the land ownership of the Reserve.

1 GENERAL

- 1.1 The purpose of the HOA is to manage to the development known as Touwsberg Private Game and Nature Reserve (Reserve) consisting of the combined property of the companies: Touwsberg Nature Reserve 1 (Pty) Ltd, Touwsberg Nature Reserve 2 (Pty) Ltd, Touwsberg Plathuis (Pty) Ltd and Touwsberg Wolverfontein (Pty) Ltd. This has been necessitated due to the complex environmental management that is required and the very delicate nature of the property on which the Reserve is being developed.

- 1.2 Further responsibilities of the HOA are to ensure compliance with the Aesthetic Building Guidelines, these Conduct Rules and to ensure that all members understand and appreciate the very delicate environment and surroundings of this very prestigious and unique development. (Refer PC Clause 33)
- 1.3 Other than being a forum for the dissemination or gathering of information and a regulatory body for ensuring levy payments, the HOA has no responsibility or authority in the management and control of the four companies underlying the ownership of the land that makes up the Reserve, which companies must be managed as required by the Companies Act.
- 1.4 The Management Committee will be held responsible for its actions to the HOA and will provide all members with regular reports in terms of the HOA Constitution.
- 1.5 All Owners will automatically become Members of the HOA upon registration of the shares purchased in one of the companies.
- 1.6 An Owner automatically undertakes to adhere to the rules of the HOA contained in this document.
- 1.7 All residents, cohabitants and entrants to the development shall have consideration to their fellow man and conduct themselves in an orderly manner and not cause any provocation or displeasure to the other inhabitants of the Reserve.
- 1.8 All Owners, tenants, family members, employees and guests and any person entering the development are to ensure that they observe the very delicate and unique surrounding to the development and strictly adhere to the Conduct Rules contained in this document and are requested to take due care not to disturb the fauna and flora in the Reserve.

2 DISPUTES

Any dissonance between inhabitants of the development is to be resolved justly and responsibly between the parties themselves with due regard to one another. Should these problems not be resolved sensibly, then the matter must be referred to the Management Committee in an effort to resolve it. In its contemplation, the Management Committee shall be led by the contents of the Standard Purchase Contract for Shareholders Interest, HOA Conduct Rules and Aesthetic Building Guidelines.

3 USE OF THE PROPERTY

All Owners will have transversal rights over the Reserve under the following terms and conditions and with due respect for the privacy of Owners:

3.1 GENERAL USE

- 3.1.1 Private vehicles may only drive on the main and game roads and link roads to and from Owners' residence.
- 3.1.2 Game drives may be done all hours, taking fellow residents into consideration.
- 3.1.3 The speed limit on the Touwsberg Private Game and Nature Reserve is 40 km/h.
- 3.1.4 Motor cycles may be used to travel to and from a Member's Portion, but other than for this purpose, no motor cycles or quad bikes are permitted on the roads of the development. No vehicle is allowed off road on the Reserve or to transverse riverbeds, except on demarcated roads. (Refer PC Clause 37.2)
- 3.1.5 Access to the La Grange Game Farm of Dr La Grange may only be obtained by means of a pre-arranged agreement.
- 3.1.6 Due care is to be exercised when driving on the Reserve and game is to be given right of way at all times.
- 3.1.7 No person shall operate any vehicle upon any place within Touwsberg Private Game and Nature Reserve unless they are a holder of a valid driver's license.
- 3.1.8 Operating any vehicle on the Reserve while under the influence of alcohol or drugs which may impede the driver's ability to control the vehicle, is prohibited.

- 3.1.9 Operating any vehicle in such a manner as to constitute a danger or nuisance to any person, wildlife or property within the Reserve is prohibited.
 - 3.1.10 The use of car hooters within the Reserve to beckon or attract the attention of residents or staff is prohibited.
 - 3.1.11 No picnicking will be permitted in any area within the Reserve, except in areas designated for this purpose, if any.
 - 3.1.12 Owners are to take care not to introduce any noxious or alien plants to the Reserve under any circumstances, whether indoors or outdoors. (Refer PC Clause 33)
- 3.2 OWNERS ARE TO TAKE DUE COGNISANCE OF THE FOLLOWING:
- 3.2.1 Walking and hiking on the property is permitted within the boundaries Touwsberg Private Game and Nature Reserve.
 - 3.2.2 No hunting, culling, capture or shooting of ANY game by residents will be permitted in the Reserve under any circumstances whatsoever. (Refer PC Clause 37.1)
 - 3.2.3 No person may remove soil or extract soil from the Reserve or plant any flora or introduce and cultivate any flora in the reserve which is not indigenous to the area. (Refer PC Clause 33)
 - 3.2.4 No person may cause noise or commotion within the boundaries of the Reserve that would scare or bewilder any of the wildlife.
 - 3.2.5 No person may establish or create a new water hole, or interfere with any of the water holes for wildlife within the Reserve.
 - 3.2.6 No person is permitted to make fires other than in designated areas or collect wood in the Reserve. Should any member observe a fire within the Reserve, they are to take immediate steps to alert the Reserve Manager of such a fire, using channel ONE of the Reserve internal radio frequency and take all possible measures to stop the spread of the fire.
 - 3.2.7 No temporary accommodation will be permitted in any form whatsoever and no camp may be set up, whether of a temporary or a permanent basis within the Reserve.
 - 3.2.8 No person will be permitted to make a new road within the development and all members are to adhere strictly to the rules relating to the roads as set out above.
 - 3.2.9 The use and storage of caravans within the Reserve will only be permitted on a temporary basis not exceeding a period of two years from the time of purchase. Furthermore, the owner shall be required to camouflage the caravan using camouflage netting. The colour of the netting must blend in with the surrounding area.
 - 3.2.10 No pollution or littering will be permitted within the Reserve.
 - 3.2.11 No self-propelled boats of any description will be permitted on dams or rivers. Only rowing boats are allowed.
 - 3.2.12 No animals of any sort will be permitted to be kept in captivity within the Reserve. No pets or any other domesticated animals may be kept within the Reserve.
- 3.3 USE AND OCCUPATION OF THE UNIT
- The maximum number of persons allowed to occupy a dwelling at any one time shall not exceed the number of the legitimate bedrooms in the dwelling, multiplied by two. (Refer PC Clause 3 and 25)
- 3.4 NOISE
- 3.4.1 The use of any motorised generators or power plants or any noise making object or apparatus must be kept to a minimum and the long term use thereof is subject to the approval of the HOA. The Management Committee is responsible to ensure that noise pollution is kept to a minimum.
 - 3.4.2 The lighting or letting off of fireworks within the Reserve is strictly prohibited.

- 3.4.3 No Owner may cause or allow his family, guests or invitees to cause a disturbance to other residents or the wildlife on the Reserve by the playing of loud music, hooting, shouting or the creation of any other disturbing noise whatsoever. (Refer PC Clause 24)

4 ENVIRONMENTAL MANAGEMENT

- 4.1 The following environmental and ecological aspects of the Property are controlled by the HOA of the Touwsberg Private Game and Nature Reserve, and no Owner may make any changes of whatever nature without written approval having first being obtained from the Management Committee:
- 4.1.1 Buildings, landing strips, roads and habitat;
 - 4.1.2 Policing, water control, disease control, bush clearing, veld burning and eradication of noxious and exotic plants;
 - 4.1.3 Hunting, culling and capture of wildlife (refer PC Clause 37);
 - 4.1.4 The creation of new waterholes, the supply and pumping of water to existing water holes;
 - 4.1.5 The restriction of pastures licks or other forms of “man-made” feeding supplies;
 - 4.1.6 Planting of trees or other plants except indigenous, endemic trees;
 - 4.1.7 Removing or breaking down anything natural including but not limited to rocks, trees, fossils, animals, birds and the like.
- 4.2 Although water is provided free for personal consumption, Owners need to appreciate that water is a precious resource and the management thereof is vital. Bearing the above in mind and the source of the Reserve water supply, swimming pools are not allowed. Only splash pools, limited in size and subject to the approval of the HOA may be built. In order to manage water availability, the HOA may from time to time restrict or prohibit the filling of splash pools by way of prior notice to members. (Refer PC Clause 17)
- 4.3 No refuse shall be disposed of in the Reserve. Refuse may only be disposed of in designated areas on the neighbouring farm of Dr Freddie La Grange.

5 STAFF ACCOMMODATION AND CONDUCT

- 5.1 Owners may use their own staff, provided that they are accommodated on the Owner's Portion.
- 5.2 Staff shall not bring family, friends or children onto the Reserve or permit any unauthorised entry.
- 5.3 Staff will not be permitted to be on foot anywhere within the boundaries of the Reserve.
- 5.4 Staff shall be bound by all the rules of Touwsberg Private Game and Nature Reserve and the prevailing security protocol.
- 5.5 Owners' staff must utilise their own or their employer's transport to and from their place of employment.

6 ACCESS AND SECURITY

- 6.1 Access to and egress from the Reserve is monitored and every person who enters the Reserve agrees to abide by the Home Owners Association Conduct Rules.
- 6.2 Every Owner must ensure his visitors; guests and contractors adhere to the current security protocol. Formalities and rules relating to access by visitors shall be determined by the HOA from time to time.
- 6.3 Owners are encouraged to affix a Touwsberg identification sticker to the windscreen of the vehicles used on the Reserve, which stickers are available from the Reserve office.
- 6.4 Should Owners require security in their dwelling they shall install their own security system.
- 6.5 All vehicles and / or persons entering and leaving Touwsberg Private Game and Nature Reserve may be subjected to a search.
- 6.6 No firearms may be discharged on the Reserve.

7 LEVIES

- 7.1 Levy statements will be rendered annually by the HOA. Levies will be received in the Company of which the Owner is a Shareholder and will be utilised as set out in the Constitution. (Refer PC Clause 12)
- 7.2 Every Owner/Member shall pay monthly levies in advance on the first day of every month commencing on the starting date of any building activity, but not later than two years after purchases of shares. (Refer PC Clause 4)
- 7.3 All late payments will carry a penalty as indicated in the Constitution and below.
- 7.4 The HOA has the right to amend any rules contained in this document in respect of payment of levies.
- 7.5 All costs occasioned to collect outstanding levies due to an Owner/Member's failure to pay the levies will be recoverable against the Owner/Member on an attorney own client scale and will be added to the levy account for payment.
- 7.6 No share in the companies underlying ownership of a Portion in the Reserve shall be capable of being transferred without a certificate first being obtained from the Management Committee confirming that all levies and interest have been paid up to and including the date of registration of transfer of such share. (Refer PC Clause 13 and 23)
- 7.7 An Owner who is the registered owner of more than one Portion shall be liable to make payments of levies in respect of each Portion owned by him.
- 7.8 The HOA shall not be responsible for the following (Refer PC Clause 16):
 - 7.8.1 Maintenance of the improvements both inside and outside the buildings on a member's portion;
 - 7.8.2 Gardening, cleaning and maintenance of building area and/or the Portion including splash pool.
 - 7.8.3 Cleaning of windows of the improvements;
 - 7.8.4 Refuse removal.
 - 7.8.5 Internal maintenance of water installations, electrical installations and any other installation to the improvements on the members portion; and
 - 7.8.6 Provision of a cleaning service before and after visits to the improvements.
 - 7.8.7 Regular airing of improvements and pest control.
- 7.9 Should any Owner/Member's levy be in arrears at the seventh of the month, he shall pay interest (at 3% above the current prime overdraft rate of the Standard Bank of South Africa), and such interest shall be applied to the full amount overdue, from the first day of the month up until the date of payment.
- 7.10 Owners/Members in arrears after sixty days shall have their overdue account, and the full interest thereon, handed over for collection and possible legal action. Any Costs incurred by these proceedings and all additional interest up to the date of final settlement shall be for the Owner/Member's account. Any interest on, or collection fees for overdue levies shall be considered to be part of the levy and treated as such.
- 7.11 Levy amounts may not be reduced to offset against real, perceived, partial or non-provision of services or for any other reason whatsoever.
- 7.12 The Management Committee have the authority to impose fines against those Owners who have contravened the Conduct Rules, which fines will be determined by the HOA from time to time and may be added to the levy account and be deemed to be payable immediately upon delivery of the account.

8 DOMESTIC AND GARDEN REFUSE

- 8.1 All domestic refuse shall be put into black plastic bags and kept in an animal-proof bin in a suitable place within the Owner's Portion and screened from public or neighbours' view. Owners shall be obliged to take all household refuse to the specified dump site as per Section 4.3 above.
- 8.2 No burying or burning of domestic or garden refuse is permitted on the Reserve.

9 LAUNDRY

Garments, household linen or general washing must be hung out or placed to dry in a screened drying area and may not be visible from the roads and the Reserve and must be reasonably screened from the direct view of neighbours.

10 STORAGE OF INFLAMMABLE AND OTHER DANGEROUS MATERIALS

No harmful or inflammable substances may be kept on the Reserve. This shall not apply to the keeping of such substances in such quantities as may be reasonably required for domestic purposes.

11 SIGNAGE

- 11.1 No signs may be erected or displayed on the Owner's portion of the Reserve advertising contractors, estate agents and such like.
- 11.2 All portion numbers or house names shall be displayed in a manner in keeping with the ambiance of the Reserve and no offensive house names will be allowed. Where possible, all external structures on Portions must be camouflaged so as to blend in with the natural environment.

12 FENCING

The perimeter of the Reserve is fenced off by jackal proof game fencing which will be maintained by the HOA. Cost of maintenance will be funded by the levies payable by the Owners.

13 BUILDING AND BUILDING OPERATIONS

- 13.1 All Owners are to maintain, repair and keep all improvements on their property neat, tidy and in good order. Failing to keep this rule may result in the HOA affecting such repairs at the cost and account of the Owner.
- 13.2 After completion of the improvements upon the property, no further improvements or material external alterations to the improvements may be made without prior written consent of the HOA.
- 13.3 All Owners will ensure that their builders adhere to the conduct rules for contractors at all times.
- 13.4 Owners are to ensure that the architectural guidelines are implemented and strictly adhered to.

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