

CODE OF CONDUCT

KROONVLEI WILDERNESS ESTATE LANDOWNERS ASSOCIATION (KWELOA)

INTRODUCTION

As a landowner of Kroonvlei Wilderness Estate, you will have the privilege of enjoying the beauty, tranquility and seclusion of the unspoilt Waterberg away from the hustle and bustle of city life. The estate is an outdoor destination for nature lovers; it is not a holiday resort and provides no entertainment other than what nature has to offer, such as hiking, biking, bird-watching, game viewing and photography.

Thanks to the pristine conditions and favourable habitat, it is home to the rare Waterberg Copper (*Erikssonia edgei*), a butterfly that was thought to have become extinct almost 30 years ago, but was rediscovered here in March 2013. Kroonvlei is also home to the rare brown hyena, the secretary bird and South Africa's national bird, the blue crane.

The Code of Conduct is ratified in terms of the Memorandum of Incorporation of KWELOA and is subject to change as and when the need arises. It is binding upon all occupants of the development, as is any decision taken by the directors in interpreting the Code of Conduct.

The registered owners of the properties are responsible for ensuring that members of their families, tenants, guests, visitors, friends and all their employees abide by the Code of Conduct and sign and submit the KWELOA VISITORS SUMMARIZED DISCLAIMER, INDEMNIFICATION AND RULES & REGULATIONS. (Annex A)

DEFINITIONS

The following words and expressions will bear the meanings assigned to them hereunder:

- A. KWELOA: Kroonvlei Wilderness Estate Landowners' Association.
- B. MUNICIPALITY: Modimolle Municipality
- C. BUILDING AREA: The designated area on each private lodge subdivision and commercial subdivision within which construction can take place.

- D. COMMON LAND: The property excluding the building area on the private lodge subdivisions, the commercial subdivision and the Kroonvlei Wilderness Estate Landowners' Association Subdivisions.
- E. DIRECTORS: The directors of the Kroonvlei Wilderness Estate Landowners Association.
- F. DEVELOPERS: Habitat Nouveau (PTY) LTD 2007/026355/07 and Goss trust IT676/2000
- G. LODGE STAFF: The individuals employed by a member to work at a lodge.
- H. MEMBERS: Landowners or individuals who represent the landowners.
- I. THE PRIVATE LODGE SUBDIVISIONS: The commercial subdivision and the Landowners' Association subdivisions and any other property that is fenced into Kroonvlei Wilderness Estate Landowners Association.
- J. KROONVLEI OFFICE: The office of the Kroonvlei Wilderness Estate Landowners' Association.

As this is a development that will not be managed and controlled directly by the Local Authority, all essential services will be under the control of KWELOA, or alternatively the appointed managing agent and will include the following:

1. ROADS, FIREBREAKS, FENCES AND SERVICES CONTAINED THEREIN

- 1.1. KWELOA will maintain the roads, firebreaks, fences and services in the reserve, as well as the access road(s) between KROONVLEI and the main public road.

2. WATER RETICULATION

- 2.1. KWELOA will be responsible for supplying and maintaining potable water to the boundaries of all stands. Each stand will be metered as specified. The water reticulation system will be constructed by the developer and will be maintained by KWELOA.
- 2.2. A maximum of 1000 litres of water per household per day will be supplied free of charge. Excess water will be billed at the same rate applicable in Belabela at the time.
- 2.3. The developer will supply water for domestic use only. A fire hydrant will be installed at each of the five clusters of stands. Owners are advised to make additional provision for fire fighting by means of a water reservoir such as a Jo-Jo tank.

3. ELECTRICITY (see Architectural Guidelines)

- 3.1. All electricity plans and implementation must be in accordance with the Architectural Guidelines applicable to the development, and must be approved by the Architectural Subcommittee. This includes any additions and alterations to existing electrical solution. Electrical guidelines are broadly set out in the Architectural Guideline.

3.2. A contribution of 2.5% of the stand's sales price will be refunded to the buyer to implement off grid electricity to his property.

4. SEWAGE SYSTEMS

4.1. A sewage system will be specified by the developer and will be included in the home owner's building cost. Each landowner will be responsible for the maintenance of the sewage unit on their stand.

5. REFUSE REMOVAL

5.1. A refuse removal system will be managed by KWELOA. The cost of the refuse removal service will be added to the monthly levy.

5.2. Two recycling bins will be provided, 1. Recyclables (glass, plastic, metal, cardboard, paper) and 2. Non-recyclables (food, sanitary, baby care, disposables and others).

6. FIREFIGHTING

6.1. Emergency firefighting services will be managed and controlled by KWELOA.

6.2. Residents' attention is drawn to the fact that a person spreading a fire will be held responsible for all consequential damage in terms of the law. This may amount to millions of Rands on adjacent properties and farms. Extreme care should be exercised in this regard.

6.3. Residents are required to take out Public liability insurance that includes fire damage.

7. OTHER

7.1. All other services that may be required to effectively manage and operate the reserve, including employees or managing agents, will be employed or appointed by KWELOA.

8. ADMINISTRATION

8.1. All KWELOA contributions are due and payable in advance on or before the first day of each and every month.

8.2. Interest will be levied on arrear accounts at the legally prescribed rate.

8.3. A penalty of R500 per month will be imposed on any account unpaid after 60 days, until such time as when the account has been paid in full.

- 8.4. The members (owners) may recommend, amend or add to the Code of Conduct from time to time, as may be deemed necessary to ensure the pleasant and orderly coexistence of occupants. All changes to be submitted to one of the directors 60 days prior to a KWELOA meeting for consideration.
- 8.5. KWELOA has the right to fine anyone who contravenes any of the rules as stipulated by KWELOA. Such a fine will form part of the KWELOA contribution and be due and payable on due date of payment of the KWELOA contribution. This will however not jeopardise or exclude any other right of KWELOA or any other person or instance to institute action against the transgressor in terms of the relevant South African law/laws dealing with such transgressions.
- 8.6. A penalty calculated on a monthly basis will be imposed if the construction of a dwelling is not completed within one year from the date of commencement as stated in the Architectural Guidelines. The penalty will be calculated as follows: 5% per month of the then current value of the average KWELOA stand.

9. ENVIRONMENTAL MANAGEMENT

- 9.1. The reserve will be managed according to the environmental management plan established by the consulting ecologists, Igme Terblanche. This will cover amongst others: veld condition assessment, veld monitoring programme, veld burning, water-point rotation, game censuses and game introduction/removal. KWELOA will ensure that a qualified person is appointed to implement this management plan.
- 9.2. No rubble or refuse may be dumped or discarded in any public area.
- 9.3. A particular appeal is made to residents to leave all areas they visit spotless. Residents are requested to develop the habit of picking up and disposing of any litter in the common areas.
- 9.4. No boreholes or wells may be sunk on stands within the reserve.
- 9.5. Flora may not be damaged or removed from any public area.
- 9.6. Fauna of any nature may not be hunted, teased, disturbed, chased or trapped, be it by people or by animals.
- 9.7. No trees or plants may be removed from any stand without the permission of KWELOA.
- 9.8. Residents must ensure that there is no non-declared noxious flora on their stands.
- 9.9. Residents may only plant flora indigenous to the area with approval from KWELOA. (See Kroonvlei approved tree and plant list).
- 9.10. It is the owner's option to cut the grass around their house up to no more than 5 metres from foundations or exterior walls and their responsibility to dispose of the garden refuse to designated area.

- 9.11. Vacant stands must be kept clean on a regular basis to the satisfaction of KWELOA, and if not maintained, KWELOA reserves the right to clean the stand at the owner's expense.
- 9.12. Residents may not make any excavations or remove any soil, rocks, stones, gravel or wood from the land unless authorised by KWELOA.
- 9.13. No new roads, (including footpaths) may be made unless authorised by the developer.
- 9.14. Fires may only be made in a properly constructed fireplace.
- 9.15. No vehicles will be allowed in riverbeds, "vlei" (marsh) or any part of the reserve other than on clearly defined (named) roads leading to their stands only. Exploration of the rest of the Kroonvlei Wilderness Estate may only be conducted on foot, bicycle, Segways or an approved electrically powered safari golf cart.
- 9.16. No camping is permitted.
- 9.17. No person, other than the KWELOA appointed Game Management Authority, may, anywhere in the reserve, carry or discharge any firearm, or any other form of weapon including a bow and arrow.
- 9.18. No butterfly nets may be brought into the reserve other than with a letter of approval issued by the Lepidopterists' Society of Africa (Lepsoc) and written permission of KWELOA.
- 9.19. No fireworks may be brought into the development.
- 9.20. The residents' use of open areas is entirely at their own risk at all times.
- 9.21. Game and birds may not be fed or lured in any way.
- 9.22. Residents may not install birdfeeders and birdbaths.
- 9.23. Feeding of any other wild animal or game, whether on the general or private areas, is absolutely forbidden as this will make proper game management impossible or extremely difficult and could be dangerous to residents and visitors. This clause is also applicable to the creation of waterholes and drinking places for game. Positioning of these and feeding places is totally within the discretion of the Game Management Authority.
- 9.24. No motorised boats, wet bikes, jet-skis, canoes, rowing boats or other floating objects are allowed on any dam or stream.
- 9.25. Swimming will only be allowed in areas designated for that activity by KWELOA.
- 9.26. Fishing will only be allowed in areas designated for that activity by KWELOA. Fishing will only be allowed on a catch-and-release basis.
- 9.27. See compressive Environmental Management Plan (EMP).

10. ROADS WITHIN THE RESERVE

- 10.1. The maximum speed is 25 km/h.
- 10.2. The formal roads and all hiking trails (roads with road names and hiking trail names as indicated on the Kroonvlei activity maps) within the reserve are for the movements of all occupants by foot or bicycle.
- 10.3. Segway or electrically charged golf carts are allowed on all the formal roads (roads with road names as indicated on the Kroonvlei maps), but not on hiking trails.
- 10.4. All vehicles or trucks are not permitted on estate roads other than to gain access to their stand from the main entrance gate and will not be allowed to go beyond their stand and parking area in order to explore the estate.
- 10.5. No quad bikes are allowed on the reserve other than five quad bikes reserved and to be used by Lekwêna Ranch for management purposes and guided rides as stipulated in 22.4 (Guided quad-biking). The main purpose of this is to preserve the privacy and peace and quiet of stands.
- 10.6. Service roads and firebreaks are off limits to owners' vehicles and may only be used for official purposes and by approved vehicles.
- 10.7. KWELOA does not currently possess speed-measuring equipment. If therefore, in the sole discretion of the estate manager, a person should drive a vehicle on the estate in such a way that could cause danger to animals or other people, the estate manager may impose a fine of up to R2 000. If the transgressor is a visitor, the host of such a visitor, or employer in case of a contractor, will be held responsible for payment of the fine.

11. GOOD NEIGHBOURLINESS

- 11.1. No business activity or hobby, which can cause aggravation or be a nuisance to fellow residents, may be conducted, including, but not restricted to, auctions and jumble sales.
- 11.2. No activity causing noise, which is disturbing to neighbours, will be allowed.
- 11.3. The use of power tools, lawnmowers, bush cutters, mechanical maintenance work and the like which produce noise that may be intrusive to neighbours must be kept within reasonable limits and will in any event only be indulged on weekdays Monday to Thursday 08:00 – 18:00 and Fridays 08:00 – 15:00.
- 11.4. Outdoor music, lighting and televisions from “stoep”, patio or any exterior wall areas, will not be allowed under any circumstances, in the estate.
- 11.5. Music from vehicles and music from portable systems will not be allowed under any circumstances in and around the estate.

- 11.6. Only music and television played from inside the houses at a level intended for the occupants inside the house only, will be allowed. The music should be at a noise level that makes it impossible for people on the outside of the house to hear the music or broadcast.
- 11.7. Laundry must be hung on lines screened from public, roads and neighbouring properties.
- 11.8. Refuse must be contained, screened from public, in the two bins provided in designated positions and must be secured against interference by rodents or wildlife.
- 11.9. No advertisements, signage, house names or publicity material of any person, including maintenance contractors, and for sale signs, may be exhibited or distributed without the consent of KWELOA. KWELOA will have the right to remove any material exhibited or distributed in contravention of this rule.
- 11.10. No public meetings, gatherings, weddings, funerals or church services will be conducted on the property without the written consent of KWELOA and then strictly in accordance with the conditions set by KWELOA in their written approval.
- 11.11. No rubble or other objects may be burnt on the premises. This does not include braai, barbeque or wood fires in a designated and approved structure built for this purpose (refer to Architectural Guidelines).
- 11.12. The burial of people on the estate will not be allowed.
- 11.13. For security reasons and to avoid disturbance to others and the game, game viewing with spotlights will not be allowed.
- 11.14. In the event of the contravention of any of the rules contained in this section, the estate manager or his/her authorised representative may impose a fine of up to R500 per hour or part thereof for the duration of such contravention. In addition, he/she may, where appropriate, disconnect the power supply to the property involved, until such time as he/she, in his/her sole discretion, is satisfied that the contravention will no longer take place. If the transgressor is a visitor, the host of such a visitor, or employer in case of a contractor, will be held responsible for payment of the fine.

12. ARCHITECTURAL GUIDELINES

- 12.1. All building plans must be in accordance with the Architectural Guidelines and must be approved by the Architectural Subcommittee (KAC). This includes any additions and alterations to existing structures. These guidelines are broadly set out in the Kroonvlei Architectural Guidelines and Annex C, D, E & F.

13. SECURITY

- 13.1. Security protocol always enforces the security protocol for permanent workers, temporary workers, contract representatives and their employees.
- 13.2. Every owner must ensure that all contractors in his/her employment adhere specifically to the security stipulations and the conditions regarding any contractor activity.
- 13.3. Perimeter walling and fencing serve as a deterrent and is not guaranteed. All attempts of burglary or instances of fence crawling must be reported to a member of the security staff, and/or subcommittee.
- 13.4. Security is an attitude; all owners and residents need to enforce and apply security to make it work. Do not hesitate to question suspicious persons.
- 13.5. No burglar alarm systems are allowed.
- 13.6. No non-members or vehicles for whatever reason will be permitted entry without the consent of the host member at the time which entry is sought. The above restriction will, however, not apply to emergency vehicles.

14. VISITORS, CONTRACTORS AND EMPLOYEES

- 14.1. The owners of any property within the reserve are liable for the conduct of their visitors, contractors and employees, and must ensure that such parties adhere to the Code of Conduct.
- 14.2. Every owner must ensure that contractors in his/her employment adhere to the stipulations of the conditions regarding contractor activity.
- 14.3. The owner may not allow more than six (6) adults per house to stay overnight on his/her stand, including staff.
- 14.4. Any domestic worker or other staff member may only stay overnight on the property when authorised by the owner to stay overnight in his dwelling on the stand.

15. PETS, DOMESTIC ANIMALS

- 15.1. No pets of whatsoever nature are allowed within the reserve and nobody will be allowed into the reserve with a pet.
- 15.2. A limited number of three (3) working dogs, approved by KWELOA, will be used by the Game Management Authority.
- 15.3. Horses will be allowed if and when KWELOA has provided stabling in the general area. No stables may be built on a stand and horses will not be allowed to graze on the reserve with the exception of present activities, see 22.3 HORSE TRAILS (Lekwêna Ranch).

16. RESELLING, LETTING AND RE-ZONING OF PROPERTY

- 16.1. Should any owner want to let or re-sell the property, he/she must advise KWELOA in writing 60 days in advance. All re-sales and letting will be done through an entity as appointed/authorised by KWELOA.
- 16.2. Only an entity or accredited estate agent approved by KWELOA may be selected to manage the sale or lease. Agents may only operate on an appointment basis, and must personally accompany a prospective buyer or lessee. They are not allowed to erect any "For Sale" or "To Let" signage boards, except for show houses on weekends.
- 16.3. The owner must personally ensure that when he/she sells or leases his/her property, the buyer/ lessee is informed of and receives and submits a signed copy of the Code of Conduct, Architectural Guidelines and any other administrative documents & regulations applicable at the time.
- 16.4. The following areas, stands 57 - SKOPPENSBOER, 78 – PLAASWERF, LDA2 and KROONHOOGTE on LDA1 have been set aside for the development of small-scale property development at the discretion of the original farm owners. (Please refer to ANNEX A and map for more info.)
- 16.5. Other than the above, the developer and KWELOA undertake not to allow the development of more stands or the subdivision of stands unless this is to the benefit to the landowners and is approved by 75% of the owners.

17. LAND OWNERS' ASSOCIATION

- 17.1. The purchaser acknowledges that he/she, upon registration of the property into his/her name, automatically becomes a member of KWELOA and agrees to do so subject to the Memorandum and Articles of the Association.

18. LEASE CONTRACTS AND AGREEMENTS

- 18.1. The lessee acknowledges that upon occupation of the premises, he/she and his/her family, his/her visitors and employees, must adhere to the rules and regulations as contained in the Code of Conduct of KWELOA. The lessor must personally ensure that the lessee receives a copy of the Code of Conduct, and any other administrative regulations applicable at the time and binds the lessee to the Code of Conduct in the lease.

19. INDEMNITY

- 19.1. The residents' use of the open space areas is entirely at their own risk at all times. Every member of KWELOA hereby waives any right he/ she may obtain against KWELOA to claim any damage incurred by

virtue of damage to or loss of property or the personal injury of the member occasioned while anywhere on the estate. Every member indemnifies KWELOA against any such claim made by the member's spouse, child, parent, employer, guest or invitee.

20. NOTICES

20.1. Any written notice addressed to an owner or occupant of a property, will be deemed to have been received and its contents to have come to the addressee's notice, if it is (at the volition of KWELOA) either delivered at the property to any person seemingly in occupation of the property and seemingly 14 years of age or older, or if it is attached to or slotted under what appears to be the main entrance door to the premises. If it is posted by prepaid registered mail to any postal address of which the owner may have advised KWELOA in writing, then 10 days after posting thereof.

COMMERCIAL ACTIVITIES

21. NEW ACTIVITIES

- 21.1. No business or hobby of any kind, including the commercial letting of properties, may be conducted from any stands within the reserve without the prior written approval of KWELOA.
- 21.2. All applications to conduct business from units within the reserve must be submitted in writing to the KWELOA management, who will deal with such application at the first meeting after the submission of the application.
- 21.3. The decision of the KWELOA management is final.

The following factors will be considered in the decision:

- a. Will the business cause an influx of visiting vehicles into the reserve?
- b. Will it generate excessive noise?
- c. Will it have a negative impact on neighbouring stands?
- d. Does it have the potential to attract criminal elements into the reserve?
- e. Will it depend on outside advertisement and high visibility?
- f. Will it fit in with the general character of the reserve?
- g. Will it enhance or reduce the desirability of the reserve for prospective investors?
- h. How will the business influence the general value of units in the reserve?

- i. Will the business require additional building construction?
- j. How do the direct neighbours of the applicant feel about the intended business?
- k. Will adequate parking be made available within the limits of the architectural guidelines?

22. PRESENT ACTIVITIES

A number of activities may be pursued by the original farm owners for the next five (5) years subject to renewal for a further five (5) years and thereafter until such a time as 75% of the members decide to terminate activities and compensate by offering an acceptable market-related price.

22.1. HIKING (Waterberg Copper Hiking Trails also known as Bateleur Nature Reserve / Stamvrug Hiking Trails. See map.)

22.1.1. A maximum of 40 hikers only are allowed at any one time.

22.1.2. Trails to be re-routed as houses are built.

22.1.3. The LDA developers (Schreuders family) will have the use of Kloof and Stamvrug base camps at a nominal sum of R100 per month for the next 10 years, or until such time as KWELOA decides to take the units over at replacement value.

22.2. GAME VIEWING (Lekwêna Ranch)

22.2.1. One Landrover (game-viewing vehicle) only.

22.2.2. Guided tours only (approved by KWELOA).

22.3. HORSE TRAILS (Lekwêna Ranch)

22.3.1. Six horses only.

22.3.2. Guided rides only.

22.4. GUIDED QUAD-BIKING (Lekwêna Ranch)

22.4.1. Five quads only.

22.4.2. Guided rides only.

22.4.3. For management purposes only.

22.5. COMMERCIAL LIVESTOCK FARMING (Lekwêna Ranch)

22.5.1. Lekwêna Ranch only.

22.5.2. Livestock (maximum 40 GVE with two bulls and in addition young calves are kept for 7 – 9 months).

22.6. GAME RANGING: (Managed by Kroonwild JV)

22.6.1. Hunting for management purposes only.

22.6.2. Limited landowner involvement/shareholding will be considered.

22.7. SELF-CATERING ACCOMMODATION: (Kroonvlei Wilderness Estate)

Letting of self-catering accommodation as listed below (22.7.2 – 22.7.4) is intended to continue for the next five (5) years with the option to renew for another five (5) years, after which the letting will be re-assessed.

22.7.1. KWELOA can decide to expand the letting to include other private stands on the development.

22.7.2. Two 12-sleeper units

22.7.2.1. Mountain Villa

22.7.2.2. Farmhouse

22.7.3. Two six-sleeper units

22.7.3.1. Mispel Cottage

22.7.3.2. Gumtree Cottage

22.7.4. Two two-sleeper units

22.7.4.1. Stone Cottage

22.7.4.2. Vaalboom Cottage

23. The LDA developers (Schreuders family)

23.1. The LDA#2 developers (Schreuders family) will have the use of Stone Cottage and Vaalboom Cottage at a nominal sum of R100 per month until such time as KWELOA decides to take the units over at replacement value.

24. EXISTING STRUCTURES:

24.1. EXISTING HOUSES:

24.1.1. The rules as set out below will apply to stand no 25, 22, 29, 30, 56, 57, 73, staff accommodation - Windpomp werf (Chocolate), Ou Boom werf (Stefan's) and Tarentaal werf (Eliza) . In the event of any conflict between the rules contained in this paragraph and any rule contained in the rest of the

document, the rules set out in this paragraph will prevail. The rules contained in this paragraph may not be changed without the consent of the owner of the stand.

24.1.2. All rules applicable to other stands will be applicable to these stands, except where otherwise stated in this paragraph.

24.1.3. Existing stands with original buildings and structures will be accepted as they are and not be held to the Architectural Guidelines.

24.2. EXISTING BASE CAMPS AND SHEDS

24.2.1. The existing structures at the two hiking base camps, the sheds and the unit known as Gumtree Cottage number 1 are accepted as such by the KWELOA management and its Architectural sub-committee.

24.2.2. No further accommodation over and above the existing 20 beds each for Kloof Base Camp and Stamvrug Base Camp will be allowed in these structures. The existing structures may however be upgraded in accordance with KWELOA standards.

24.2.3. The occupants of each camp will be allowed to travel on the roads to and between the two camps only.

24.2.4. No more than forty (40) persons will be allowed to stay in the two hiking base camps combined, at any given time.