

LIMPOPO PROVINCE  
LIMPOPO PROVINSIE  
XIFUNDZANKULU XA LIMPOPO  
PROFENSE YA LIMPOPO  
VUNDU LA LIMPOPO  
IPHROVINSI YELIMPOPO

**Provincial Gazette • Provinsiale Koerant • Gazete ya Xifundzankulu  
Kuranta ya Profense • Gazethe ya Vundu**

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**POLOKWANE,**  
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7 FEBRUARIE 2020  
7 NYENYENYANA 2020  
7 FEBERWARE 2020  
7 LUHUHI 2020

**No. 3063**



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**GENERAL NOTICES • ALGEMENE KENNISGEWINGS**

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**NOTICE 9 OF 2020**

NOTICE OF APPLICATION FOR AMENDMENT OF THE MAKHADO LAND-USE SCHEME, 2009, IN TERMS OF SECTION 63 OF THE SPLUMA BY-LAW, 2016 OF MAKHADO LOCAL MUNICIPALITY

**AMENDMENT SCHEME 365**

I, Floris Jacques du Toit of Jacques du Toit & Associates, Town and Regional Planners, being the authorized agent of the registered owner of **Erf 1/991 Louis Trichardt Township**, hereby give notice in terms of SPLUMA 2013 and Makhado Local Municipality SPLUMA Bylaws, 2016 that we have applied to the Makhado Local Municipality for the amendment of the Makhado Land-Use Management Scheme, 2009, for the rezoning of the erf from "Residential 1" to Residential 2" and a Special Consent for the relaxation of density from 20 dwelling units per hectare to 45 dwelling units per hectare, for the development of dwelling units.

Particulars of the application will lie for inspection during normal office hours at the office at the Director Development Planning office, C001, first floor Civic Centre or Town Planning office, E013 first floor Civic Centre, No 83 Krogh Street, Louis Trichardt, 0920, for the period of 30 days from 31 January 2020 (the date of the first publication of the notice). Objections to or representations in respect of the application must be lodged with or made in writing to the Municipal Manager at the above address or email: [municipal.manager@makhado.gov.za](mailto:municipal.manager@makhado.gov.za) and or posted Makhado Municipality, Private Bag X2596, Makhado (Louis Trichardt), Limpopo, 0920, on or before 02 March 2020, quoting the above mentioned heading, the objector's interest in the matter, the ground(s) of the objection/representation, the objector's property description, phone numbers and address. A person who cannot write may during office hours and within the objection period, visit the abovementioned Municipality requesting assistance to transcribe his/her objections, comments or representations. Contact person Mr Ndivhuwo Thanyani (015-519 3283).

Address of Agent: Jacques du Toit & Associates, PO Box 754, Tzaneen, 0850 Tel. 015-307 3710

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NDIVHADZO YA KHUMBELO YA U SHANDIKISWA KUSHUMISELE KWA TSHIKIMU TSHA MAKHADO LAND USE MANAGEMENT SCHEME, 2009 UYA NGAHA TSHITENWA 63 KHA SPLUMA BY-LAW, 2016 YA MAKHADO LOCAL MUNICIPALITY.

**AMENDMENT SCHEME 365**

Nne, Floris Jacques du Toit wa Jacques du Toit & Associates, Town and Regional Planners, vha imeleli vhare mulayoni vha vbane vha mavu o nwaliwaho nga ndila iyi **Tshitentsi 1/991 Louis Trichardt Township**, ri nea ndivhadzo uya nga mulayo wa SPLUMA, 2013 na Makhado Municipality SPLUMA By-law, 2016, uri ro ita khumbelo kha Masipalani wa Makhado malugana na u shandukisa kushumisele kwa tshikimu tsha u langa mavu tshi divhiwaho nga upfi Makhado Land Use Management Scheme, 2009, nga u shandukisa kushumisele kwa tshitenstsi tsha tshipida tsha u thoma (1) kha tshitentsi tsha nomboro 991 tshibve kha "Vhudzulo 1" tshiyhe kha "Vhudzulo 3" na lunwalo lwa thendelo ha nyengedzo ya dzi nn̄u dzi tshi bva kha dzi nn̄u dza 20 nga hekithara uya kha dzi nn̄u dza 45 nga hekithara u fhatiwa ha dzi phera dza vhudzulo.

Zwidodombedzwa zwa khumbelo zwi do wanala nga tshifhinga tsha mushomo ofisini ya mutshimbidzi muhulwane wa Development Planning ofisini, C001, first floor Civic Centre or Town Planning ofisi kana ofisini E013 first floor, Civic Centre No. 83 Krogh Street, Louis Trichardt, lwa maduvha a 30 ubva nga dzi 31 Phando 2020, line la dovha duvha la u thoma la u tandwavhudzwa ha ndivhadzo. Khanedzano na vhuipfiwa zwi tshi tshimbilelana na khumbelo iyi zwi nga livhiswa kha Minidzhere muhulwane kha adiresi fhasi afho kana nga imeili; : [municipal.manager@makhado.gov.za](mailto:municipal.manager@makhado.gov.za) kana kha diresi iyi; Makhado Municipality. Private Bag x 2596, Makhado (Louis Trichardt), 0920, lunwalo ulo lu swike ha masipala hu sa athu u fhela maduvha a 30 ubva nga dzi 02 Thafamuhwe 2020 (dovha la u thoma la u tandavhudzwa ha ndivhadzo). Muthu munwe na munwe a sa fusheho a sa koni u nwala a nga ya dziofisi dza ha masipala tshifhinga tsha mushomo, u do wana mushumeli wa ha masipala a no do mu thusa u dodombedza vhudipfi hawe. Vhanga kwama na Mr Ndivhuwo Thanyani (015-519-3283).

Adiresi ya Vhaimelile: Jacques du Toit & Associates, P.O. Box 754, Tzaneen, 0850. Tel: 015-307-3710

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**NOTICE 11 OF 2020****POLOKWANE / PERSKEBULT TOWN PLANNING SCHEME, 2016&POLOKWANE SPLUMA BY-LAW, 2017 AMENEDMENT SCHEME 288**

Notice is hereby given in terms of provisions of Section 61 and 95 of the Polokwane SPLUMA Municipal Bylaws, 2017 and the provisions of SPLUMA (Act 16 of 2013) that Munzhe Town & Regional Planners lodged an application to the Polokwane Municipality for the rezoning of Portion 3 of Erf 778 Pietersburg from "Residential 1" to "Special" for Medical Consulting Rooms, subject to specific conditions on Annexure 106.

Particulars of the application will lie for inspection during normal office hours at the applicant at the address mentioned herein, and at the offices of the Town Planners, second floor, west wing, Civic Centre, Polokwane, for the period of 28 days from 30 January 2020

Any objections to or representations in respect of the application shall be lodged in writing simultaneously with the applicant and with the Municipal Manager, Polokwane Municipality at the above address or at PO Box 111, Pietersburg, 0700, within a period of 28 days from 23 January 2020. Should no comments and/or objections be received as set out above, the municipality will assume that you are in support of the application and may approve the proposed land use rights. Address and contact detail of applicant/agent: *Munzhe Town & Regional Planners, office no 7, Mulovhedzi Building, Opposite Shell Garage, Thohoyandou, 0950, Cell: 0766080000, Fax: 086 729 8682/4, mail: munzhe.planners@gmail.com*. Dates on which notice will be published: Observer: 30 January and 06 February 2020, Government Gazette: 31 January 2020 and 07 February 2020.

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**KENNISGEWING 11 VAN 2020****POLOKWANE / PERSKEBULT DORPSBEPLANNING SKEMA, 2016 & POLOKWANE RUIMTELIKE BEPLANNING EN GRONDGEBRUIK BY WET, 2017 - WYSIGINGSKEMA 288**

Hiermee word kennis gegee dat, in terme van Artikel 61 en 95 Polokwane Munisipale Ruimtelike Beplanning en Grondgebruik By Wet, 2017, dat ons/ek, Munzhe Town & Regional Planners 'n aansoek ingedien die Polokwane Munisipaliteit aansoek te doen vir die hersonering van Gedeelte van Erf 778 vanaf "Residensieel 1" na "Spesiaal" vir Medies Raadgewende Kamers, onderworpe aan sekere voorwaardes op Bylae 106

Besonderhede wat betrekking het op die aansoek kan gedurende kantoorure ondersoek word by die applikant by onderstaande address of by die kantoor van die Beplanners Eerstevloer, Burgersentrum, Polokwane vir 'n periode van 28 dae vanaf 30 Januarie 2020. Enige persoon wat besware het teen die aansoek moet so 'n beswaar tesame met 'n geskrewe rede vir so 'n beswaar indien by die applikant en Munisipale Bestuurder, Polokwane Munisipaliteit, Posbus 111, Polokwane, 0700 binne 'n periode van 28 dae vanaf 23 Januarie 2020. Naam van Applikant: *Munzhe Town & Regional Planners; Office No 7, Mulovhedzi Building; Opposite Shell Garage; Thohoyandou; 0950; Tel: 0766080000; Faks: 086 729 8682/* Datums waarop kennisgewing gepubliseer word:: Observer: 30 Januarie en 06 Februarie 2020, Staatskoerant: 31 Januarie 2020 en 07 Februarie 2020.

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**NOTICE 12 OF 2020****COLLINS CHABANE LAND USE SCHEME, 2018  
AMENDMENT SCHEME NUMBER: 53/2018 and 61/2018****NOTICE OF APPLICATION FOR REZONING IN TERMS OF SECTION 64 OF THE COLLINS CHABANE SPATIAL PLANNING AND LAND USE MANAGEMENT BY-LAW, 2019.**

I, Muthivhi Thabelo of Afriplan Development Consultants, being the authorized Town Planner hereby give notice for the applications lodged in terms of Section 64 of The Collins Chabane Spatial Planning and Land Use Management Bylaw, 2019 that the owners of the following properties have applied to Collins Chabane Local Municipality for rezoning on: 1. Scheme No: 53/2018 - Site at Tshimbupfe-Schielfarm on portion of The Farm Locatie Van De Knopneuzen 230-Lt from "Agriculture" to "Business 3" for the purpose of Resort. 2. Scheme No: 61/2018 - Site at Tshimbupfe-Tshilaphala Village on portion of The Farm LOCATIE VAN DE KNOPNEUZEN 230-LT from "Agriculture" to "Business 3" to allow for the purpose of Resort. Particulars of the applications will lie for inspection during normal office hours at the office of the Manager, Spatial Planning and Land Use, Collins Chabane Local Municipality, Malamulele for the period of 30 days from the first day of the notice. Objections and/or comments or representation in respect of the application must be lodged with or made in writing to the Municipal Manager at the above address or at Collins Chabane Local Municipality, Private Bag X9271, MALAMULELE, 0982 within 30 days from the date of first publication. Address of the applicant: P. O Box 1346, Thohoyandou, 0950; Cell: 079 473 7531; Email: [afriplan.consultants@gmail.com](mailto:afriplan.consultants@gmail.com).

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**COLLINS CHABANE LAND USE SCHEME, 2018  
AMENDMENT SCHEME NUMBER: 53/2018 na 61/2018****NDIVHADZO YA KHUMBELO YA U SHANDUKISA KUSHUMISELE KWA MAVU HO TEVHEDZWA SECTION 64 OF THE COLLINS CHABANE SPATIAL PLANNING AND LAND USE MANAGEMENT BY-LAW, 2019.**

Nne Muthivhi Thabelo wa Afriplan Development Consultants, muimeleli wa vhane vha zwitentsi, ndi divhadza khumbelo dzo itwaho ho tevhedwza section 64 of Collins Chabane Spatial Planning and Land Use Management By-Law, 2019, dza u shandukisa kushumisele kwa mavu kha zwitentsi zwo bulwaho afha fhasi sa: 1. Scheme No: 53/2018 - tshitentsi tshi re Tshimbupfe-Schielfarm kha tshipida tsha Farm Knopneuzen 230 - LT u bva kha u vha tsha "Agriculture" u ya kha "Business 3" u itela u tendelwa u fhata Resort. 2. Scheme No: 61/2018 - tshitentsi tshi re Tshimbupfe-Tshilaphala kha tshipida tsha Farm Knopneuzen 230 - LT u bva kha u vha tsha "Agriculture" u ya kha "Business 3" u itela u tendelwa u fhata Resort. Zwidodombedzwa zwa khumbelo iyi zwi do vha zwi tshi khou wanala ofisini ya Minigere wa Spatial Planning and Land Use ha Masipala Wapo wa Collins Chabane, Malamulele nga zwifhinga zwa mushumo kha maduvha a 30 u bva duvha le ndivhadzo iyi ya andadzwa u itela tsedzuluso. Khanelo na thikhedzo maelana na khumbelo iyi zwi fanela u to nwalwa zwa iswa nga tshanda ha masipala kha diresi yo bulwaho afho nthu kana zwa rumelwa nga poso kha diresi ya: Private Bag X9271, MALAMULELE, 0982 hu sa a thu fhela maduvha a furaru (30) u bva duvha lo bulwaho afho nthu. Diresi ya muiwa wa khumbelo: P.O Box 1346, Thohoyandou 0950; Cell: 079 473 7531; Email: [afriplan.consultants@gmail.com](mailto:afriplan.consultants@gmail.com).

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NOTICE 13 OF 2020



MEMORANDUM OF INCORPORATION

DATED 27 JULY 2005

Incorporating the Special Resolutions taken up to and  
including  
27 February 2019

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## REPUBLIC OF SOUTH AFRICA

## COMPANIES ACT, 2008

## MEMORANDUM OF INCORPORATION OF A NON-PROFIT COMPANY

Name of Company: **WELGEVONDEN GAME RESERVE**

(a non-profit company incorporated for a public benefit)

REGISTRATION NO. OF COMPANY 1993/004923/08

**WELGEVONDEN GAME RESERVE NPC****1. DEFINITIONS AND INTERPRETATION**

1.1 In the interpretation of the Memorandum of Incorporation the following words shall, unless the context otherwise requires, have the meanings hereinafter assigned to them hereunder:

1.1.1 **Act** - means the Companies Act, 2008;

1.1.2 **Alienate** - alienate any Private Lodge Subdivision or Commercial Subdivision or thereof or undivided share therein. This includes by way of sale, exchange, donation, deed, intestacy, will, cession, assignment, court order or insolvency, irrespective of whether such alienation is subject to a suspensive or resolute condition. And alienation shall have a corresponding meaning;

1.1.3 **Company** - means Welgevonden Game Reserve NPC;

1.1.4 **Auditors** - means the auditors of the Company appointed in terms of the Act;

1.1.5 **Board** - the duly constituted Board of Directors;

1.1.6 **Chairman** - means the chairman of the Board of Directors;

1.1.7 **Commercial Subdivisions (CS)** - that part of the Property which is indicated on:

Annexure 'A' as portion 21 (CS 21) of the Farm Welgevonden No. 470, Registration Division K.Q, Limpopo Province measuring	500,0002
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<b>TOTAL [Commercial Subdivision in hectares]</b>	<b><u>500,0002</u></b>
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1.1.8 **Directors** - means the Directors of the Company for the purposes of the Act.

1.1.9 **Financial Year** - the Financial Year of the Company which shall run from the 1st day of March in any year until the last day of February in a subsequent year;

1.1.10 **Fund** - the Fund referred to in clause 5.1;

1.1.11 **in Writing** - means written, printed or lithographed or partly one and partly another, and other modes of representing or producing words in a visible form;

1.1.12 **Game Reserve Subdivisions (GRS)** - that part of the Property which is indicated:

1.1.12.1 On Annexure "A" as portion 52 (GRS 52)	
measuring	4,0000

1.1.12.2 On Annexure "A" as portion 53 (GRS 53)	
measuring	2,0000

1.1.12.3 On Annexure "A" as portion 54 (GRS 54)	
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	measuring	2,0000
1.1.12.4	On Annexure "A" as portion 55 (GRS 55)	
	measuring	7,0001
1.1.12.5	On Annexure 'A' as portion 56 (GRS 56)	
	measuring	2,0000
1.1.12.6	On Annexure 'A' as portion 57 (GRS 57)	
	measuring	2,0001
1.1.12.7	On Annexure "A" as portion 58 (GRS 58)	
	measuring	2,0000
1.1.12.8	On Annexure "A" as portion 59 (GRS 59)	
	measuring	20,4469
1.1.12.9	On Annexure "A" as portion 60 (GRS 60)	
	measuring	5,1953
<b>TOTAL [Game Reserve Subdivisions in hectares]</b>		<b>46,6424</b>
1.1.13	<b>Managing Agent</b> - means any person or body appointed by the Company to undertake any of the functions, duties or obligations of the Company;	
1.1.14	<b>Member</b> - means a Member of the Company;	
1.1.15	<b>Property</b> - The Private Lodge Subdivisions, the Commercial Subdivision and the Game Reserve Subdivisions all reflected in Annexure "A". which in total measures:	
<b>GRAND TOTAL in hectares:</b>		<b>31510,5844</b>
1.1.16	<b>Private Lodge Subdivision (PLS)</b> - that part of the Property which is indicated:	
1.1.16.1	In relation to the Farm Welgevonden No. 470, Registration Division K.Q, Limpopo Province:	
1.1.16.1.1	On Annexure "A" as portion 1 (PLS 1)	
	measuring	500,0021
1.1.16.1.2	On Annexure "A" as portion 2 (PLS 2)	
	Measuring	500,0035
1.1.16.1.3	On Annexure "A" as portion 3 (PLS 3)	
	measuring	500,0000
1.1.16.1.4	On Annexure "A" as portion 4 (PLS 4)	
	measuring	500,3693
1.1.16.1.5	On Annexure 'A' as portion 5 (PLS 5)	
	measuring	500,0000
1.1.16.1.6	On Annexure 'A' as portion 6 (PLS 6)	
	measuring	500,0003
1.1.16.1.7	On Annexure "A" as portion 79 (PLS 7)	
	measuring	500,0028
1.1.16.1.8	On Annexure "A" as portion 80 (PLS 8)	

	measuring	500,0001
1.1.16.1.9	On Annexure "A" as portion 9 (PLS 9) measuring	500,0017
1.1.16.1.10	On Annexure "A" as portion 10 (PLS 10) measuring	500,0004
1.1.16.1.11	On Annexure "A" as portion 11 (PLS 11) measuring	500,0001
1.1.16.1.12	On Annexure 'A' as portion 12 (PLS 12) measuring	500,0002
1.1.16.1.13	On Annexure 'A' as portion 13 (PLS 13) measuring	500,0001
1.1.16.1.14	On Annexure "A" as portion 14 (PLS 14) measuring	500,0003
1.1.16.1.15	On Annexure "A" as portion 15 (PLS 15) measuring	500,0013
1.1.16.1.16	On Annexure "A" as portion 16 (PLS 16) measuring	500,0000
1.1.16.1.17	On Annexure "A" as portion 17 (PLS 17) measuring	500,0008
1.1.16.1.18	On Annexure "A" as portion 18 (PLS 18) measuring	499,9999
1.1.16.1.19	On Annexure 'A' as portion 19 (PLS 19) measuring	500,0001
1.1.16.1.20	On Annexure 'A' as portion 20 (PLS 20) measuring	500,0002
1.1.16.1.21	On Annexure "A" as portion 91 (PLS 22) measuring	500,0010
1.1.16.1.22	On Annexure "A" as portion 92 (PLS 23) measuring	500,0002
1.1.16.1.23	On Annexure "A" as portion 87 (PLS 24) measuring	500,0000
1.1.16.1.24	On Annexure "A" as portion 25 (PLS 25) measuring	500,0002
1.1.16.1.25	On Annexure 'A' as portion 26 (PLS 26) measuring	500,0778
1.1.16.1.26	On Annexure 'A' as portion 27 (PLS 27) measuring	500,0003

1.1.16.1.27	On Annexure "A" as portion 28 (PLS 28) measuring	500,0002
1.1.16.1.28	On Annexure "A" as portion 29 (PLS 29) measuring	500,0001
1.1.16.1.29	On Annexure "A" as portion 82 (PLS 30) measuring	500,0001
1.1.16.1.30	On Annexure "A" as portion 31 (PLS 31) measuring	500,0069
1.1.16.1.31	On Annexure "A" as portion 32 (PLS 32) measuring	500,0005
1.1.16.1.32	On Annexure "A" as portion 33 (PLS 33) measuring	500,0004
1.1.16.1.33	On Annexure "A" as portion 34 (PLS 34) measuring	500,0002
1.1.16.1.34	On Annexure "A" as portion 35 (PLS 35) measuring	500,0000
1.1.16.1.35	On Annexure "A" as portion 36 (PLS 36) measuring	500,0136
1.1.16.1.36	On Annexure "A" as portion 37 (PLS 37) measuring	500,0007
1.1.16.1.37	On Annexure "A" as portion 83 (PLS 38) measuring	499,9999
1.1.16.1.38	On Annexure "A" as portion 39 (PLS 39) measuring	500,0000
1.1.16.1.39	On Annexure "A" as portion 40 (PLS 40) measuring	500,0002
1.1.16.1.40	On Annexure "A" as portion 41 (PLS 41) measuring	500,0013
1.1.16.1.41	On Annexure "A" as portion 42 (PLS 42) measuring	500,0003
1.1.16.1.42	On Annexure "A" as portion 43 (PLS 43) measuring	500,0020
1.1.16.1.43	On Annexure "A" as portion 44 (PLS 44) measuring	499,9999
1.1.16.1.44	On Annexure "A" as portion 45 (PLS 45) measuring	500,0000
1.1.16.1.45	On Annexure "A" as portion 46 (PLS 46)	

	measuring	500,0002
1.1.16.1.46	On Annexure 'A' as portion 47 (PLS 47)	
	measuring	500,0010
1.1.16.1.47	On Annexure 'A' as portion 48 (PLS 48)	
	measuring	500,0001
1.1.16.1.48	On Annexure "A" as portion 49 (PLS 49)	
	measuring	500,0004
1.1.16.1.49	On Annexure "A" as portion 50 (PLS 50)	
	measuring	500,0001
1.1.16.1.50	On Annexure "A" as portion 51 (PLS 51)	
	measuring	438,5703
1.1.16.2	In relation to the Farm Klipplaatdrift No. 248, Registration Division K.Q, Limpopo Province, on Annexure "A" as the remainder of portion 1 (PLS 52)	
	measuring	399,4821
1.1.16.3	In relation to the Farm Koedoespoort No. 238, Registration Division K.Q, Limpopo Province:	
1.1.16.3.1	On Annexure "A" as portion 3 (PLS 53)	
	measuring	499,9990
1.1.16.3.2	On Annexure 'A' as the remaining extent of portion 4 (PLS 54)	
	measuring	499,9999
1.1.16.3.3	On Annexure 'A' as the remainder of portion 1 (PLS 55)	
	measuring	492,4771
1.1.16.3.4	On Annexure "A" as portion 6 (PLS 56)	
	measuring	499,9998
1.1.16.3.5	On Annexure 'A' as portion 8 (PLS 57)	
	measuring	451,9219
1.1.16.3.6	On Annexure "A" as the remainder of portion 5 (PLS 58)	
	measuring	499,9995
1.1.16.4	In relation to the Farm Duikerhoek No. 225, Registration Division K.Q, Limpopo Province:	
1.1.16.4.1	On Annexure 'A' as portion 1 (PLS 59)	
	measuring	500,0010
1.1.16.4.2	On Annexure "A" as portion 2 (PLS 60)	
	measuring	500,0006
1.1.16.4.3	On Annexure 'A' as the remainder of the farm (PLS 61)	
	measuring	640,2257

1.1.16.5 In relation to the Farm Elandshoek No. 263, Registration Division K.Q, Limpopo Province, on Annexure "A" as portion 5

measuring

1040,7741

**TOTAL [Private Lodge Subdivisions in hectares]**

**30963.9418**

1.1.17 **Roads** - the Roads on or to be constructed on the Property;

1.1.18 **Rules** - the Rules referred to in Article 7;

1.1.19 **Reserve** - the Reserve known as the Welgevonden Game Reserve, which comprises the Property subdivided into:

1.1.19.1 61 [sixty-one] Private Lodge Subdivisions;

1.1.19.2 1 [one] Commercial Subdivision; and

1.1.19.3 9 [nine] Game Reserve Subdivisions.

The Property will be proclaimed as a private nature reserve with no 'inner' fencing, and will be managed, controlled and administered by the Game Reserve.

The Owners of the subdivisions will have traverse rights over the Property which will be enshrined in each individual owner's title deed. These are the main objects of the Reserve.

1.1.20 **Services** - such utilities, amenities and services as may be provided by the Company for Members;

1.1.21 **Service Charge** - the Service Charge referred to in clause 5.4.

1.1.22 **Subdivisional Conditions** - The conditions upon which the subdivision of the Property into the various subdivisions shown on Annexure "A" has been granted by the relevant authority.

1.2 Unless the context otherwise requires, any words importing the singular shall also include the plural and vice versa and words importing any one gender shall include the other.

1.3 Subject as aforesaid, any words or expressions defined in the Act or any statutory modifications of the Act in force at the date on which this Memorandum of Incorporation become binding on the Company shall, if not inconsistent with the subject or context, bear the same meaning in this Memorandum of Incorporation.

1.4 The headings of the respective clauses are for reference purposes only and shall not be taken into account in the interpretation of this Memorandum of Incorporation.

1.5 Where consent or approval is required for any act by a Member, such consent or approval shall be in writing and duly signed; not be unreasonably withheld; and shall be given prior to the Member taking action.

1.6 The onus of proof in regard to receipt of any notice given or payment made by a Member shall be upon the giver of the notice or the maker of the payment.

1.7 In the event of a Member consisting of more than 1 [one] person, they shall be jointly and severally liable in solidum for all their obligations in terms of the Memorandum of Incorporation.

1.8 In the event of any provision of the Memorandum of Incorporation being unenforceable for any reason whatsoever, then such provision shall be deemed to be separate and severable, without in any way affecting the validity of the remaining provisions.

1.9 This Memorandum of Incorporation shall in all respects and in regard to all matters arising therefrom be governed by the law of the Republic of South Africa.



## 2. ANCILLARY OBJECTS

The ancillary objects of the Company shall be:

- 2.1 To promote and conserve wildlife, fauna and flora on the Property and the area to be known as the Welgevonden Game Reserve [**Reserve**]. Furthermore to preserve the Property and the Reserve as a sanctuary for every type of wildlife and flora.
- 2.2 To promote and further in whatever manner the Directors may consider advisable, the common interests of all the Members in regard to the protection and conservation of wildlife and flora, within the Property and the Reserve.
- 2.3 To promote, support or oppose legislation or other measures affecting the Reserve. In particular to obtain registration of or other official recognition of the Reserve as a private game reserve with a distinctive crest and or emblem in terms of the appropriate laws.
- 2.4 To represent its Members in dealings with government departments, other authorities and the public generally in regard to any matter which may be in the interests of the Members.
- 2.5 To promote betterment of human resources in the region and to assist with the upliftment and education of local communities.
- 2.6 To function, where reasonably possible, as a "big five" reserve.
- 2.7 To maintain general security.
- 2.8 To work towards and promote the creation of larger areas of land for nature conservation purposes and the removal of fences and human obstruction wherever possible on the Property.
- 2.9 To expand the boundaries of the Reserve by the incorporation of suitable adjoining land where such incorporation will in the opinion of the Board promote the common interests of all the Members and in particular the objects of clause 2.1.

## 3. MEMBERSHIP AND CESSATION OF MEMBERSHIP

- 3.1 Membership of the Company shall be limited to any person who is in terms of the Deeds Registries Act reflected in the records of the Deeds Office concerned as the registered owner of any Private Lodge Subdivision or Commercial Subdivision on the Property.
- 3.2 Subject to clause 11.7 and 20.1.2, where any Private Lodge Subdivision is owned by more than 1 [one] person, all the registered owners of that Private Lodge Subdivision shall together be deemed to be 1 [one] Member of the Company and have the rights and obligations of 1 [one] Member of the Company.
- 3.3 When a Member ceases to be the registered owner of a Private Lodge Subdivision or Commercial Subdivision, he shall ipso facto cease to be a Member of the Company.

## 4. ALIENATION

- 4.1 A Member shall not in any manner Alienate or transfer a Private Lodge Subdivision or Commercial Subdivision, or any undivided share therein without the prior written consent of the Company. The Company is obliged to give its consent provided:
  - 4.1.1 the proposed transferee consents and agrees in such manner as the Company may require:
    - 4.1.1.1 to become and remain a Member of the Company for the duration of his ownership of the Private Lodge Subdivision or Commercial Subdivision;
    - 4.1.1.2 gives an undertaking in writing to the satisfaction of the Company as the case may be, that the transferee will not vote for or propose any motion or resolution in terms of which:

- 4.1.1.2.1 the Game Reserve is dissolved; and
  - 4.1.1.2.2 Clause 7.7 is amended or repealed.
- 4.1.2 a clearance certificate has been issued by the Company to the effect that all monies due to the Company by the Member has been paid, or that provision has been made to the satisfaction of the Company for the payment thereof; and
- 4.1.3 the Company has certified that the Member is not in breach with any provision of this Memorandum of Incorporation or the Rules.
- 4.2 The registration of transfer of that Private Lodge Subdivision into the name of the transferee shall ipso facto constitute the transferee as a Member of the Company.
- 4.3 The provisions of clause 4.1 shall apply mutatis mutandis to any alienation of an undivided share in a Private Lodge Subdivision / Commercial Subdivision.
- 4.4 This Memorandum of Incorporation and the Rules shall bind any person occupying a Private Lodge Subdivision / Commercial Subdivision. No Member shall let or otherwise part with the occupation of his Private Lodge Subdivision whether temporarily or otherwise unless the proposed occupier has agreed to be bound by this Memorandum of Incorporation and the Rules.
- 4.5 The registered owner of any Private Lodge Subdivision or Commercial Subdivision is not entitled to resign as a Member of the Company.
- 4.6 Subject to clause 3 in regard to this Memorandum of Incorporation, the rights and obligations of a Member not be transferable.
- 4.7 Every Member undertakes to further the objects and interests of the Company to the best of his ability.

## 5. SERVICES / SERVICE CHARGE / CURRENT CHARGE

- 5.1 The Company shall establish for administrative purposes, a fund sufficient in the opinion of the Directors for the repair, upkeep, control, management and administration of the Property and the Reserve [**Fund**], The Directors shall include a reasonable provision for future maintenance, repairs and contingencies. The Fund is established for the purposes of payment of any expenses which the Company will or may occur. These include without derogating from the generality of the foregoing rates and taxes, any local authority charges, supply of electricity, gas, water and any services to the Property or the Reserve.
- 5.2 Services are of two kinds:
  - 5.2.1 Essential maintenance and services [**Essential Services**] which includes without affecting the generality of the foregoing:
    - 5.2.1.1 Each member who, as at 1 July 1999, has not been supplied with potable water to their respective Private Lodge Subdivision / Commercial Subdivision by the Company shall be allocated an amount, based on the estimated cost of such water installation as at 1 July 1999, to be paid over to the Member whereafter the responsibility for the supply of potable water including the costs thereof shall be deemed to have passed to the Member whereafter any obligation on the Company in relation thereto shall be deemed to have been fulfilled;
    - 5.2.1.2 maintenance of all Roads, dams, bridges and fences;
    - 5.2.1.3 firefighting services;
    - 5.2.1.4 game management;
    - 5.2.1.5 soil erosion prevention;
    - 5.2.1.6 security services;

- 5.2.1.7 provision of necessary equipment and implements, including vehicles and reserve vehicles;
- 5.2.1.8 maintenance of the Property, excluding the Improvements and maintenance of vehicles necessary required to manage the Reserve; and
- 5.2.1.9 any other maintenance and services of whatsoever nature necessary to ensure the continued smooth operation of the Game Reserve.
- 5.2.2 Further services at market related rates, which may be utilised by Members at their option [**Optional Services**]. The Optional Services include:
  - 5.2.2.1 maintenance of the Improvements both inside and outside;
  - 5.2.2.2 the provision of staff;
  - 5.2.2.3 the provision of firewood and charcoal;
  - 5.2.2.4 the management of a laundry and the rendering of a laundry service;
  - 5.2.2.5 the gardening and cleaning of building areas on the Private Lodge Subdivisions;
  - 5.2.2.6 the cleaning of windows of the Improvements;
  - 5.2.2.7 refuse removal;
  - 5.2.2.8 maintenance of personal vehicles, water installations, water and/or solar electrical installations and any other installation; and
  - 5.2.2.9 provision of a cleaning service before and after visits to the Improvements, the regular airing of the Improvements and pest control.
- 5.3 The Directors shall establish a charge list in respect of the Optional Services. The charges for Optional Services shall be market related. The Directors shall be entitled to amend, add to or repeal such charge list or the Optional Services from time to time.
- 5.4 The Company shall require Members whenever necessary, but subject to the provisions of this clause, to make contributions to the Fund for the purposes of satisfying any claims against the Company, including the Essential Services [**Service Charge**].
- 5.5 The Company shall determine from time to time the amount to be raised for the aforesaid purposes. The Company shall raise the amount so determined, by raising contributions on the Members [ie. the Service Charge]. The Service Charge shall consist of a fixed portion and a variable portion.
  - 5.5.1 The fixed portion raised by each member shall be in the proportion a Member Private Lodge Subdivision or Commercial Subdivision bears to the sum of all the Private Lodge Subdivisions and Commercial Subdivision, e.g. 53 [fifty three], therefore proportion is 1/53 [one divided by fifty three] and shall constitute between 65% and 80% of the total Service Charge.
  - 5.5.2 The variable portion raised from each Member shall be based on the number of persons visiting a Member's Private Lodge Subdivision or Commercial Subdivision. At the Directors' discretion, the variable portion may be based upon how long such person stays at the Reserve. The variable portion shall constitute between 20% and 35% of the total Service Charge. This levy will be raised on all persons entering the Reserve in order to go to a Private Lodge Subdivision or Commercial Subdivision other than those categories of persons as agreed to by the Directors from time to time.
- 5.6 Payment of Service Charge and other charges
  - 5.6.1 The Service Charge and all other charges shall be due and payable within 30 days from date of statement.

- 5.6.2 In the event of unforeseen circumstances that demand extraordinary intervention, the Directors shall be entitled, at their sole discretion, to demand payment sooner than 30 days from date of statement.
- 5.6.3 In the event that the Service Charge, any amount demanded in terms of clause 5.6.4, and/or any other charge is not paid within 30 days, or as otherwise stipulated by the Directors in accordance with clause 5.6.2, then the Directors shall be entitled to suspend all Services to the subdivision of the Member whose account is in arrears, to prohibit the Member in question from having any extra staff on the subdivision at any one time (i.e. more than 4 per private subdivision) and to limit the number of guests permitted to visit that subdivision to 1 at any one time until all charges have been paid in full.
- 5.6.4 In the event that a Member's account falls into arrears on more than one occasion in any financial year, the Directors shall be entitled to demand that the Member pays for all charges in advance and/or require that the Member lodge a cash deposit as security. The amount of the advance payment or deposit shall be determined by the Directors.
- 5.6.5 Any leniency granted by the Directors to any Member on any overdue amount shall in no way establish a precedent and all requests for leniency shall be reviewed on their own merits.
- 5.6.6 The Service Charge and/or any other charges may be recovered by the Company by action in any Court of competent jurisdiction from the person who is a Member at the time when such Service Charge and/or other charges became due and payable. Each Member consents to the jurisdiction of the Modimolle Magistrates Court in regard to the institution of any action by the Company to recover the Service Charge and/or any other charges. All costs incurred by the Company towards the recovery of the Service Charge and/or any other charge by means of Court action shall be charged to the Member upon finalisation of the matter on an attorney and client basis.
- 5.7 The Company shall on the application of any Member or any person authorised in writing by such Member certify in writing the Service Charge determined as a contribution of that Member, the manner in which such Service Charge is payable, and the extent to which such Service Charge has been paid by the Member.
- 5.8 There shall be two regular general meetings of the members every year:
  - 5.8.1 Annual Budget General Meeting: Before the start of every financial year, the Directors shall cause to be prepared an itemised estimate of the anticipated income and expenses ("the Annual Budget") of the Company for the ensuing Financial Year. The Annual Budget shall be presented to members for approval at a general meeting (the "Annual Budget General Meeting") to be held no later than one month after the commencement of the financial year. If, for any reason, an Annual Budget is not approved as envisaged in this clause 5.8.1, then the amounts payable by members in respect of levies approved at the previous Annual Budget General Meeting shall remain in full force and effect until amended by the members in general meeting.
  - 5.8.2 The Annual General Meeting ("AGM"): Within six months of the end of a financial year, audited financial statements in conformity with generally accepted accounting practice shall be presented to members for approval. These statements shall fairly present the state of affairs of the Company, its finances and transactions at the end of the financial year concerned.
- 5.9 The Directors shall cause copies of the annual budget referred to in clause 5.8.1 and the audited financial statements referred to in 5.8.2 to be sent by notification to each Member together with the notice convening the said general meeting.
- 5.10 Every notice to a Member requesting him to pay the Service Charge, shall specify the Service Charge and indicate when the Service Charge is payable. The Service Charge shall be payable in such manner as the Directors may decide.

- 5.11 In the event of the Directors for any reason whatsoever failing to prepare and serve the estimate referred to in clause 5.8.1 timeously in terms of clause 5.9 every Member shall until notice of such estimate as aforesaid, continue to pay the Service Charge previously imposed and shall after such notice, pay such Service Charge as may be specified in the notice referred to in clause 5.10.
- 5.12 The Directors may from time to time raise special contributions to the Fund upon the Members in respect of all such expenses as are mentioned in clause 5.1 which were not included in any estimate made, and may in imposing such Service Charge further determine the terms of payment thereof.
- 5.13 The Directors shall be empowered, in addition to such other rights as the Company may have in law as against its Members, to determine the rate of interest from time to time chargeable upon arrear Service Charges. Such rate of interest shall not exceed the rate laid down in terms of the Usury Act, No. 73 of 1968, as amended or any re-enactment thereof as if the amount was due in terms of the money lending transaction in the requisite category as defined in the said Act.
- 5.14 In calculating the contribution required to be made to the Fund, the Directors shall as far as is practically possible:
- 5.14.1 differentiate between expenditure of a capital nature and of a current nature; and
  - 5.14.2 indicate clearly on the estimate referred to in clause 5.8.1 what is capital expenditure and what is current expenditure, provided that in arriving at such decision the Directors shall act as experts and not arbitrators.
- 5.15 The Directors have the right and power to subcontract the provision of Optional and Essential Services.

## 6. COSTS

A Member shall be liable for and pay all legal costs, including costs as between own attorney and client, collection commission, expenses and charges incurred by the Company in obtaining the recovery of any arrear Service Charges or any amounts due and owing to the Company. This includes enforcing compliance with the Rules.

## 7. RULES

- 7.1 Subject to clause 7.6 and 7.7, and any restriction imposed or direction given at a general meeting of the Company, the Directors may from time to time make Rules and add to, amend or repeal or substitute such Rules. The Rules shall provide for the maintenance, control and administration of the Property and the Reserve including communication between the Company and Members. These include Rules, without in any way derogating from the generality of the foregoing, to provide for:
- 7.1.1 The procedures to be followed in obtaining the approval of the Directors for the erection of the Improvements in terms of clause 25;
  - 7.1.2 The preservation of the environment, including the right to control fauna and flora and the right to prohibit and/or control the erection of fences, whether upon or within the boundaries of any Private Lodge Subdivision and the Property;
  - 7.1.3 The right to prohibit, restrict or control the keeping of any animal which they regard as dangerous or a nuisance;
  - 7.1.4 The conduct of any persons within the Reserve for the prevention of nuisance of any nature to any Member;
  - 7.1.5 The preservation of the natural environment, game, vegetation and fauna and flora on the Property;

- 7.1.6 The use of services, entertainment and recreational areas, amenities and facilities. This includes the right to make a reasonable charge for the use thereof;
  - 7.1.7 The restriction of a number of beds in any Improvement on the Private Lodge Subdivisions including restriction on the number of beds in any staff quarters on the Private Lodge Subdivisions;
  - 7.1.8 For the maintenance of all Improvements, induction all buildings, outbuildings, structures, improvements of any nature and landscaping within the Reserve;
  - 7.1.9 Subject to the provisions to clause 12.8, the designation of any existing or future Roads as a private road or a thoroughfare road. A private road is to be used by a Member only and generally is for access from a thoroughfare road to his Building Area. A thoroughfare road by contrast is for use by all Members;
  - 7.1.10 The signage to be erected by a Member indicating his Improvements or access to his Improvements;
  - 7.1.11 To make Rules and regulations regarding the use of the runways/airstrips on the Property in terms of any requirement in law or as the Directors determine;
  - 7.1.12 To make Rules for the culling of game;
  - 7.1.13 Subject to Article 28.1 to provide for the admission of further members contemplated by that clause and in terms of that clause, including without affecting the generality of the foregoing to determine the entrance fee;
  - 7.1.14 The number of staff members permitted on any Private Lodge Subdivision at any one time up to a maximum of 15 and the number of staff members permitted on the Commercial Subdivision at any one time up to a maximum of 18;
  - 7.1.15 The quantum of the fee to be levied to each Member for each staff member employed by that Member that exceeds the number of 4 at any one lodge. The Commercial Subdivision shall not be subject to such a levy; and
  - 7.1.16 Generally for the furtherance and promotion of any of the objects of the Company and/or for the better management of the affairs of the Company and/or for the advancement of the interests of Members and/or occupants of the Reserve.
- 7.2 For the enforcement of any of the Rules made by the Directors in terms hereof, the Directors:
- 7.2.1 Shall give notice to the Member concerned requiring him to remedy such breach within such period as the Directors may determine.
  - 7.2.2 May take or cause to be taken such steps as they may consider necessary to remedy the breach of the Rule of which the Member may be guilty, and charge the cost of so doing to the Member concerned as being part of his Service Charge.
  - 7.2.3 Impose a fine on the Member. In this regard the following:
    - 7.2.3.1 the fine shall be deemed to be part of the Member Service Charge;
    - 7.2.3.2 before imposing a fine the Directors shall ensure that:
      - 7.2.3.2.1 the Member in question must have notice of the complaint against him;
      - 7.2.3.2.2 such Member shall be entitled to a reasonable opportunity to meet the complaint brought against him; and
      - 7.2.3.2.3 the matter shall be heard by a quorum of the Directors under the chairmanship of the Chairman of the Directors;

Provided that:

- 7.2.3.2.4 any Director who has an interest in the complaint shall be precluded from serving on the matter for the purpose of judging such Member conduct; and
  - 7.2.3.2.5 the Directors shall further be empowered to conduct the proceedings and make such judgments as they deem fit. The judgement shall be final and binding on Members and all Members affected thereby.
- 7.2.4 Take such action including proceedings in any Court or in terms of clause 26, as they may deem fit.
- 7.3 In the event of any breach of the Rules by the Members of any Member household or his guests or lessees or occupants or invitees such breach shall be deemed to have been committed by the Member himself. Without prejudice to the foregoing, the Directors may take or cause to be taken such steps against the person actually committing the breach as they in their discretion may deem fit.
- 7.4 The Company may in general meeting itself make any Rules which the Directors may make, and may in general meeting add to, amend, repeal or substitute any Rules made by it or by the Directors from time to time.
- 7.5 It is recorded that the Rules consist of three categories:
  - 7.5.1 ONE - Those made by the Directors which Directors may add to, amend, repeal or substitute.
  - 7.5.2 TWO - Those contained in clause 7.6 which may only be added to, amended, repealed or substituted by special resolution of the Members; and
  - 7.5.3 THREE - Those contained in clause 7.7 which may not be amended or repealed.
  - 7.5.4 Subject to the provisions contained in clause 7.5.3, rules may only be moved between categories ONE, TWO and/or THREE with at least 75% [seventy five percent] in number of the owners of Private Lodge Subdivisions voting in favour of such change.
- 7.6 The Rules contained in category **TWO** in terms of 7.5 are:
  - 7.6.1 The Improvements on a Private Lodge Subdivision shall provide for not more than 10 [ten] beds in the Improvements on each Private Lodge Subdivision. Notwithstanding the foregoing and in the event that a Member owns 2 [two] or more Private Lodge Subdivisions then the Directors may permit such Member to erect the Improvements on only 1 [one] of such Private Lodge Subdivisions in which case such Improvements may provide for not more than 10 [ten] beds for each Private Lodge Subdivision. In other words if a Member owns 2 [two] Private Lodge Subdivisions he shall be entitled to erect 1 [one] Improvement on both Private Lodge Subdivisions which provides for not more than 20 [twenty] beds. The Directors shall ensure in granting such permission that the Member may only Alienate the Private Lodge Subdivisions as 1 [one] property and shall require that the Private Lodge Subdivisions be notarially tied. The Directors shall also be entitled to impose such further conditions as they in their discretion may determine;
  - 7.6.2 The Member may not do anything to cause any fire to spread from his Private Lodge Subdivision / Commercial Subdivision to the Property;
  - 7.6.3 A Member may not make any Road whatsoever. A Member may make improvements to any Road provided such improvement is treated and the procedure is followed as if it were an Improvement as defined in clause 25.1.2;
    - 7.6.3.1 The Directors have the sole discretion from time to time to indicate, by notice to Members which roads are Thoroughfare or Private roads. A Thoroughfare Road may be used by all Members. Private Roads may only be used by a Member to give him access to his Improvements. Directors have the right to

- determine on which route or routes any future Roads on the Reserve will be constructed provided that they reasonably take into account:
- 7.6.3.1.1 on the one hand the reasonable interest of a Member who is an owner of a Private Lodge Subdivision, so as to have the minimum number of Roads on his Private Lodge Subdivision; and
  - 7.6.3.1.2 on the other hand the reasonable interests of a member who is an owner of a Private Lodge Subdivision to have rights of traverse on Roads over other Private Lodge Subdivisions, with a view to traversing the Reserve as a whole.
- 7.6.4 A restriction that the Member of Commercial Subdivision no. 21 on Annexure "A, may not use more than 2 (two) game viewing vehicles at any time to exercise his rights of traverse over the Property.
- 7.6.5 Subject to the conditions set out below, the owner of each Subdivision is entitled to exceed the maximum limit of guests permitted on that Subdivision at any one time by a total of 40 bed-nights during one financial year (March through February). To prevent the overutilization of resources and the risk of failure of lodge infrastructure, a maximum of 4 excess bed-nights may be used at any time. This equates to a maximum of 14 guests per Subdivision at any time. A levy payable to the Company for each of the 40 excess bed-nights consumed will be fixed by the Board on the basis of a sliding scale. Any increase in the bed-night levy shall be presented to members together with the annual estimate of expenses contemplated in clause 5.8.1. In each instance when the maximum limit of guests per Subdivision is to be exceeded, the management of the Company must receive prior written notification of the dates and numbers. Once the 40 bed-night allowance for a financial year has been consumed by any Subdivision, permission for additional guests in excess of the maximum allowance will not be granted in that financial year. Gate entries will be monitored by the Company. The owner or designated representative will be notified as soon as the 40 bed-night allowance has been consumed. Management of visitors authorised to utilise the additional bed-night allowance is the responsibility of the member and the Company accepts no responsibility for utilisation that has not been authorised by the member. This right shall in no way affect any other provisions in the Memorandum of Incorporation or in the Regulations and Code of Conduct, such as those regulating the number of passengers allowed on a game viewing vehicle;
- 7.6.6 Subject to the conditions set out below, the owner of each Subdivision is entitled to exceed the maximum limit of guests permitted on that Subdivision at any one time by up to 4 additional children under the age of 17 (seventeen) years old. To prevent the overutilization of resources and the risk of failure of lodge infrastructure, a maximum of 4 excess bed-nights may be used at any time. This equates to a maximum of 14 guests per Subdivision at any time. This maximum of 14 shall be the total of additional guests described in this clause, together with any additional guests in terms of clause 7.6.5. Children who wish to use this right must be pre-registered at the main gate of the Reserve and be issued with identification cards. Such cards shall be valid for an extended period, but shall expire once the child no longer qualifies due to age. Children who wish to register for this right for a single visit, must be pre-registered in advance with the reserve administration and be issued with a permit, which in turn must be submitted at a gate upon entry. The board and management shall define the requirements for registration, which will include proof of age and a recent photograph. This right shall in no way affect any other provisions in the Memorandum of Incorporation or in the Regulations and Code of Conduct, such as those pertaining to bed-night levies



payable per guest per bed-night; or those regulating the number of passengers allowed on a game viewing vehicle.

7.7 The Rules contained on category **THREE** are:

- 7.7.1 No fences may be erected between the Private Lodge Subdivisions and the Commercial Subdivision;
- 7.7.2 An owner of a Private Lodge Subdivision may not Alienate or transfer a Private Lodge Subdivision or any undivided share therein without the prior written consent of the Company. The Company is obliged to give such permission provided the transferee complies with clause 4.1.1; and
- 7.7.3 Notwithstanding any law, no subdivision of any of the Private Lodge Subdivisions is permitted.

7.8 The Welgevonden Game Reserve Regulations and Conduct shall be issued and updated from time to time by the Directors. Where these Rules conflict with the Memorandum of Incorporation, the Memorandum of Incorporation shall take precedence.

## 8. DIRECTORS

- 8.1 There shall be a Board of Directors of the Company which shall consist of not less than 6 [six] nor more than 10 [ten] Members.
- 8.2 A Director shall be a Member or nominee of a Member of the Company.
- 8.3 A Director, by accepting his appointment to office, shall be deemed to have agreed to be bound by all the provisions of this Memorandum of Incorporation.
- 8.4 Any Directors, other than the Director appointed in accordance with clause 12.9, shall be elected by Members in general meeting annually.

## 9. REMOVAL AND ROTATION OF DIRECTORS

- 9.1 The provisions of this new clause 9.1 of the Company's Memorandum of Incorporation shall take effect, and become of full force from the commencement of the Annual General Meeting of the Company to be held in 1998, until when the existing clause 9.1 of the Company's Memorandum of Incorporation shall remain in effect and of full force.
  - 9.1.1 At the annual general meeting of the Company to be held in 1998 and at each subsequent Annual General Meeting, one-third, or the nearest whole number of Directors, shall retire from office. The Directors to retire in every year shall be those who have been longest in office since their last election, but as between persons who became Directors on the same day, those to retire shall (unless they otherwise agree among themselves) be determined by lot.
  - 9.1.2 Directors retiring in terms of clause 9.1.2 shall retire with effect from the conclusion of the Annual General Meeting in question, but shall be eligible for re-election.
  - 9.1.3 No person, other than a retiring Director who shall be eligible for re-election in terms of clause 9.1.3, and other than a person recommended by the Directors, shall be eligible for election to the office of a Director at any general meeting of the Company, unless not more than 14, but at least 7, clear days before the day appointed for the meeting, there shall have been left at the registered office of the Company, a notice in writing signed by at least 1 Member stating his intention to propose such person for election as a Director at that meeting; such notice to be accompanied by a notice by the person so proposed, expressing his willingness to be elected.
  - 9.1.4 A Director or Directors appointed by the Board of Directors to fill a casual vacancy occurring in their number; as provided for in clause 9.3, shall retire from office at the next

annual general meeting of the Company, but shall be eligible for election as a Director at that general meeting.

9.2 A Director shall be deemed to have vacated his office as such upon:

- 9.2.1 His having become disqualified to act as Director in terms of the provisions of the Act;
- 9.2.2 His being removed from office as provided in Section 71 of the Act;
- 9.2.3 In the event of him being a Member of the Company, his right to vote having been suspended in terms of clause 20.2;
- 9.2.4 His estate being sequestrated whether provisionally or finally;
- 9.2.5 The commission by him by any act or insolvency;
- 9.2.6 His conviction for any offence involving dishonesty;
- 9.2.7 His becoming of unsound mind or being found lunatic;
- 9.2.8 His resigning from such office in writing;

Provided that anything done in the capacity of a Director in good faith by a person who ceases to be a Director, shall be valid until the fact that he is no longer a Director has been recorded in the minute book of the Company.

9.3 Upon any vacancy occurring in the Board of Directors prior to the next Annual General Meeting, the vacancy in question shall be filled by a person nominated by those remaining for the time being of the Board of Directors.

## **10. CHAIRMAN AND VICE-CHAIRMAN**

- 10.1 The Directors shall within 30 [thirty] days after an Annual General Meeting appoint from their number of Chairman and Vice-Chairman. They shall hold their respective offices until the Annual General Meeting next after their said appointments. The office of Chairman or Vice-Chairman shall ipso facto be vacated by a Director holding such office upon his ceasing to be a Director for any reason.
- 10.2 No one Director shall be appointed to more than one of the aforesaid offices. In the event of any vacancy occurring in either of the aforesaid offices at any time, the Board of Directors shall immediately appoint one of their number as a replacement in such office.
- 10.3 Except as otherwise provided, the Chairman shall preside at all meetings of the Board of Directors and all general meetings of the Members. In the event of his not being present within 5 [five] minutes of the scheduled time for the start of the meeting, or in the event of his inability or unwillingness to act, the Vice- Chairman shall act in his stead, or failing the Vice Chairman, a Chairman appointed by the meeting.

## **11. DIRECTORS EXPENSES AND REMUNERATION**

- 11.1 A Director shall be entitled to be repaid all reasonable and bona fide expenses incurred by him in the performance of his duties as Director, as determined by the Directors.
- 11.2 A Director shall be entitled to remuneration in respect of the performance of his duties as determined by the Company in a general meeting.

## **12. POWERS OF DIRECTORS**

- 12.1 Subject to the express provisions of this Memorandum of Incorporation, the Directors shall manage and control the business and affairs of the Company, shall have full powers in the management and direction of such business and affairs.

This includes the right of appointment and dismissal of the Managing Agent. The Managing Agent may exercise all such powers of the Company and do all such acts on behalf of the Company as may be exercised and done by the Company, save for those acts as are not by the Act or by this Memorandum of Incorporation permitted to be exercised or done by any person other than the Company or the Directors.

- 12.2 Save as specifically provided in this Memorandum of Incorporation, the Directors shall at all times have the right to engage on behalf of the Company the services of any professional person, or employees whatsoever, for any reasons deemed necessary by the Directors and upon such terms and the Directors shall decide.
- 12.3 The Directors shall further have the power:
  - 12.3.1 To require that any construction of any sort within the Reserve shall be supervised to ensure that the provisions of this Memorandum of Incorporation and the Rules are complied with and that all such construction is performed in a proper and workmanlike manner.
  - 12.3.2 Subject and pursuant to clause 25, to issue an architectural and environmental design and maintenance manual in respect of the Reserve and to amend it from time to time.
- 12.4 The Directors shall have the right to vary, cancel or modify any of its decisions and/or resolutions from time to time.
- 12.5 The Directors shall have the right to co-opt onto the Board any person or persons chosen by it. A co-opted Director must be a Member or nominee of a Member of the Company.
- 12.6 The Directors shall be entitled to appoint committees consisting of such number of their Members and such outsiders, including the Managing Agent, as they may deem fit. They shall delegate to such committees such of their functions, powers and duties as they may deem fit, with the power to vary or revoke such appointments and delegations as the Directors may from time to time deem necessary.
- 12.7 Notwithstanding the provisions of clause 12.6, the Directors shall be entitled to elect an executive committee to attend to the day to day affairs of the Company. The executive committee shall consist of such persons who shall be Directors, and have such powers and duties as the Directors may from time to time decide.
- 12.8 The Directors shall be entitled to determine where any main entrance or entrances to the Reserve is to be located, and the location of any thoroughfare or private roads referred to in clause 7.1.9, which includes without affecting the generality of clause 12.1 to make such thoroughfare or private roads on any Private Lodge Subdivision as they may decide, provided that in regard to the making of any further thoroughfare or private road the Directors will construct such Roads on such route or routes as may reasonably take into account:
  - 12.8.1 on the one hand the reasonable interest of a Member so as to have the minimum amount of Roads on the Members Private Lodge Subdivision; and
  - 12.8.2 on the other hand the reasonable interests of a Member to have rights of traverse on Roads over other Private Lodge Subdivisions, with a view to traversing the Reserve as a whole.
- 12.9 The Directors shall have the right to appoint a chief executive officer ("CEO") from time to time and, upon such appointment, shall co-opt such individual onto the Board. The CEO is not required to be a Member or nominee of a Member of the Company. The CEO shall fulfil the functions as dictated by the Board from time to time. This position is in addition to the Directors appointed in accordance with clause 8.1. This position is not subject to clause 9.1 in that a CEO appointed by the Directors is not required to retire from office. An individual thus appointed shall also not form part of the calculation of director rotation contemplated in clause 9.

### 13. PROCEEDINGS OF DIRECTORS

- 13.1 The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit, subject to any provision of this Memorandum of Incorporation.
- 13.2 The quorum necessary for the holdings of any meetings of the Directors shall be 6 [six]. Directors may participate and vote in any meeting of the Directors by means of tele-, video-conference or similar equipment by means of which all persons participating in the meeting can hear each other, and any such participation in a meeting shall constitute presence in person at the meeting.
- 13.3 Any resolution of the Board of Directors shall be carried on a simple majority of all votes cast. Each Director shall have 1 [one] vote in the case of equality of votes for and against any resolution, the Chairman of the meeting shall have a second or casting vote in addition to his deliberative vote.
- 13.4 The Directors shall cause minutes to be kept of every Directors meeting. The minutes shall, without undue delay after the meeting has closed, be reduced to writing and certified correct by the Chairman.
- 13.5 All minutes of Directors meetings shall, after certification, be placed in a Directors minute book to be kept in accordance with the provisions of the law relating to the keeping of minutes of meetings of directors of companies.
- 13.6 The Directors minute book shall be open for inspection at all reasonable times by any Director, the Auditors, the Members, and the Managing Agent.
- 13.7 Save as provided in this Memorandum of Incorporation, the proceedings of any Directors meeting shall be conducted in such manner as the Chairman of the meeting shall decide.
- 13.8 A resolution signed by all the Directors, shall be valid in all respects as if it had been duly passed at a meeting of the Board.

### 14. GENERAL MEETINGS OF THE COMPANY

- 14.1 The Company shall within 9 [nine] months after the end of each financial year hold a general meeting as its Annual General Meeting in addition to any other general meetings during that year, and shall specify the meeting as such in the notices in terms of Section 62 of the Act.
- 14.2 Such Annual General Meetings shall be held at such time and place as the Directors shall decide from time to time.
- 14.3 All general meetings other than Annual General Meetings shall be called extraordinary general meetings.
- 14.4 The Directors may, whenever they think fit, convene an extraordinary general meeting, and an extraordinary general meeting shall also be convened on a requisition made in terms of Section 61 (1) of the Act. If the Directors do not comply with the requisition the meeting may be convened by the requisitionists as provided by and subject to the provisions of Section 61 (3).

### 15. NOTICES OF MEETINGS

- 15.1 An Annual General Meeting and a meeting called for the passing of a special resolution shall be called by not less than 21 [twenty one] clear days notice in writing. An extraordinary general meeting, other than one called for the passing of a special resolution, shall be called for by not less than 14 [fourteen] clear days notice in writing. In each case the notice shall be exclusive of the day on which it is given. The notice shall specify the place, the day and the hour of the meeting, and in the case of special business, in addition to any other requirements contained in this Memorandum of Incorporation, the general nature of that business.
- 15.2 In the case of a special resolution, there shall be compliance with the Act.

- 15.3 A general meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in this Memorandum of Incorporation be deemed to have been duly called if it is so agreed:
- 15.3.1 In the case of a meeting called as the Annual General Meeting, by all the Members entitled to attend and vote; and
- 15.3.2 In the case of an extraordinary general meeting, by a majority in number of the Members having a right to attend and vote at the meeting, being a majority together holding not less than 95% [ninety five percent] of the total voting rights of all Members.
- 15.4 Insofar as special notice may be required as a resolution, whether by any provision of the Act or this Memorandum of Incorporation, then the provisions of Section 62 (3) of the Act shall apply.
- 15.5 The Company shall comply with the provisions of Section 62 of the Act as to giving of notice and circulating statements on the requisition of Members.
- 15.6 The accidental omission to give notice of a meeting or of any resolution, or to give any other notification, or present any document required to be given or sent in terms of this Memorandum of Incorporation, or in terms of the Act, or the non receipt of any such notice, notification or document by any Member or other person entitled to receive the same, shall not invalidate the proceedings at, or any resolution passed at any meeting.

## 16. QUORUM

- 16.1 No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business. Such quorum shall be not less than 6 [six] Members personally present who are entitled to vote.
- 16.2 If within half an hour from the time appointed for the holding of a general meeting a quorum is not present, the meeting shall stand adjourned to the same day in the next week at the same place and time or at such other place as the Chairman of the meeting shall appoint.
- If at the adjourned meeting, a quorum is not present within half an hour from the time appointed for holding the meeting, the Members present shall be a quorum.

## 17. AGENDA AT MEETINGS

In addition to any other matters required by the Act or this Memorandum of Incorporation to be dealt with at an Annual General Meeting, the following matters shall be dealt with at every Annual General Meeting:

- 17.1 The consideration of the Chairman's report;
- 17.2 The election of Directors;
- 17.3 The consideration of any other matters raised at the meeting, including any resolutions proposed for adoption by such meeting, and the voting upon such resolutions;
- 17.4 The consideration of the matters referred to in clause 5.9 and 5.15;
- 17.5 The consideration of the report of the Auditors and the fixing of remuneration of the Auditors;
- 17.6 The fixing or approval of any remuneration payable to a Director in terms of clause 1.2.

## 18. PROCEDURE AT GENERAL MEETINGS

- 18.1 The Chairman may, with the consent of any general meeting at which quorum is present, and shall if so directed by the meeting, adjourn a meeting from time to time and place to place. No business shall be transacted at any adjourned meeting other than business which might have been transacted at the meeting from which the adjournment took place.

- 18.2 Whenever a meeting is adjourned for 10 [ten] days or more, notice of the adjourned meeting shall be given in the same manner as the original meeting. Save as aforesaid, the Members shall not be entitled to any notice of adjournment or of the business to be transacted at an adjourned meeting.

## 19. PROXIES

- 19.1 A Member may be represented at a general meeting by a proxy, who need not be a Member of the Company. The instrument appointing a proxy shall be in writing signed by the Member concerned or his agent, duly authorised in writing, but need not be in particular form provided that, where a Member is more than 1 [one] person, a majority of those persons shall sign the instrument appointing a proxy on such Member's behalf.
- 19.2 The instrument appointing a proxy and the power of attorney or any other authority under which it is signed shall be tabled at the meeting at which the person named in the instrument proposes to vote. No instrument appointing a proxy shall be valid after the expiration of 12 [twelve] months from the date of its execution.
- 19.3 A vote given in accordance with the terms of a proxy shall be valid notwithstanding the previous death of the principal or revocation of the proxy, provided that no intimation in writing of the death or revocation shall have been received by the Directors at any time before a vote is taken in respect of which the proxy exercises such vote.

## 20. VOTING

- 20.1 At every general meeting:

20.1.1 Every Member, in person or by proxy and entitled to vote shall have 1 [one] vote for each Private Lodge Subdivision or Commercial Subdivision registered in his name.

20.1.2 If a Private Lodge Subdivision or Commercial Subdivision is registered in the name of more than one person, then all such co-owners shall jointly have 1 [one] vote. The Company shall only recognise, in the case of co-owners, the person whose name appears first on the Company's Share Register.

- 20.2 Save as expressly provided for in this Memorandum of Incorporation, no person other than a Member duly registered, shall be entitled to be present or to vote on a question, either personally or by proxy, at any general meeting.

If permissible in law, if a Member is in arrear with his Service Charge, the Directors shall be entitled to suspend his right to vote. The provisions of this Clause shall be separate and severable from this Memorandum of Incorporation if it is not enforceable in law.

- 20.3 Subject to Section 63 of the Act, at any general meeting a resolution put to vote of the meeting shall be decided on a show of hands, unless a poll is, before or on the declaration of the result of the show of hands, demanded by the Chairman or Members. Unless a poll is so demanded, a declaration by the Chairman that a resolution has, on a show of hands, been carried or carried unanimously or by a particular majority or not carried, and an entry to that effect in the book containing the minutes of the proceedings of the Company, shall be conclusive evidence of the fact. Proof of the number or proportion of the votes recorded in favour of or against such resolution is not required in such a case. The demand for a poll may be withdrawn.
- 20.4 If a poll is duly demanded it shall be taken in such manner as the Chairman directs. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. Scrutineers shall be selected by the Chairman to determine the result of the poll.
- 20.5 A poll demanded on the election of a Chairman or on a question of adjournment, shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the Chairman directs. The demand for a poll shall not prevent the continuation of a meeting for the transaction of any business other than the question upon which the poll has been demanded.

- 20.6 Every resolution and every amended resolution proposed for adoption by a general meeting shall be seconded at the meeting. If such resolution is not so seconded, it shall be deemed not to have been proposed.
- 20.7 An ordinary resolution, that is a resolution other than a special resolution, or the amendment of an ordinary resolution shall be carried on a simple majority of all votes cast. In the case of equality of votes for and against any resolution, the resolution shall be deemed to have been defeated. The Chairman shall not have a second or casting vote in addition to his deliberative vote.
- 20.8 Unless any Member present in person or by proxy at a general meeting, before the closure of the meeting, have objected to any declaration made by the Chairman of the meeting as to the result of any voting at the meeting, whether by show of hands or otherwise, or to the propriety or validity of the procedure at such meeting, such declaration by the Chairman shall be deemed to be a true and correct statement of the voting. The meeting shall, in such a case, in all respects be deemed to have been properly and validly constituted and conducted. An entry in the minutes to the effect that any motion has been carried or lost, with or without a record of the number of votes recorded in favour of or against such motion, shall be conclusive evidence of the motion so recorded.

## **21. ACCOUNTS**

- 21.1 The accounts and books of the Company shall be open to inspection of Members at all reasonable times during business hours.
- 21.2 Once in each financial year the accounts of the Company shall be examined and the correctness thereof ascertained by Auditors. The duties of the Auditors shall be regulated in accordance with Section 44 of the Auditing Profession Act No. 26/2005

## **22. SERVICE OF NOTICES**

- 22.1 A notice may be served by the Company upon any Member at the address of any Private Lodge Subdivision owned by him, unless the Member shall have notified the Company in writing of another address for service of notices.
- 22.2 Any notice served by post shall be deemed to have been served on the 7th [seventh] day following that on which notice was posted.

## **23. INDEMNITY**

- 23.1 Every Director, servant, agent and employee of the Company and any Managing Agent, his employees, nominees or invitees, shall be indemnified by the Company against all costs, losses and expenses, including travelling expenses, which such person or persons may incur or become liable for by reason of any contract entered into or any act or deed done by such person or persons in the discharge of their respective duties, including any case of a Director, his duties as Chairman or Vice-Chairman.
- 23.2 Without derogating from the generality of the foregoing, the Company indemnifies every such person against all losses of whatsoever nature incurred arising out of any bona fide act, by him in connection with the discharge of his duties.

## **24. GENERAL**

- 24.1 Appearance of any Private Lodge Subdivision
- 24.1.1 Whenever the Directors consider that the appearance of any Private Lodge Subdivision including any Improvements thereon, registered in a Member's name is such as to be unsightly or injurious to the amenities of the surrounding area or the Property generally,

the Directors may serve notice on such Member or Members to take such steps as may be specified in the notice to eliminate such unsightly or injurious condition.

24.1.2 In the event of the Member or Members failing within a reasonable time, to be specified in such notice, to comply therewith, the Directors may enter upon the Private Lodge Subdivision or buildings concerned and take such steps as may be necessary, and recover the cost thereof from the Member or Members concerned, which costs shall be deemed to be part of the Service Charge.

24.1.3 The Directors shall be obliged in giving such notice to act reasonably.

24.2 The Company may enter into agreements with Members for the provision of amenities and services to the Members, and to charge a market related charge in respect thereof.

24.3 Where the boundary of any Member's Private Lodge Subdivision also constitutes the boundary of the Property, such Member shall be obliged to permit the Company access to his Private Lodge Subdivision at all reasonable times in order to maintain the perimeter fence to the Reserve.

This clause is without prejudice to the Company's rights in terms of the Rules to have access to a Private Lodge Subdivision for any purpose permitted in terms of the Rules, and to the Company or any other Member's access to the Private Lodge Subdivision in terms of any condition registered against the title deed of the Private Lodge Subdivision or any Subdivision.

24.4 The Directors in issuing the certificates referred to in clause 4.1.2 and 4.1.3 shall be entitled to charge a reasonable fee therefore to be determined by the Directors from time to time.

24.5 The provisions of this Memorandum of Incorporation shall be binding upon all Members and, insofar as they may be applicable to all persons occupying any Private Lodge Subdivision by, through or under any Member, whatever the nature of such occupation.

24.6 No Member shall let or otherwise part with occupation of his Private Lodge Subdivision without the consent of the Company. Such consent shall only be withheld if the Company is not satisfied that the proposed occupier of the Private Lodge Subdivision will not abide by this Memorandum of Incorporation and the Rules.

24.7 No Member ceasing to be a Member of the Company for any reason shall, nor shall such Member's executors, curators, trustees or liquidators, have any claim upon or interest in or right to the Fund, or any other property of the Company.

24.8 The Company may claim from any Member or his estate any Service Charge in arrear and interest, or other sums due from him to the Company at the time of his ceasing to be a Member.

24.9 Any person including a Member using any of the services, Property or facilities of the Company or the Reserve, does so at his own risk.

24.10 No person shall have any claim against the Company as a result of fire or any substance, liquid or gas escaping from the property of the Company and causing damage to any person or property of any Member. The Company shall take all reasonable steps to prevent or minimize such damage.

## 25. BUILDING

25.1 In this clause unless the context otherwise indicates:

25.1.1 Building Area means an area being a radius within 75 [seventy five] metres of a numbered peg on the Private Lodge Subdivision, determined by a registered Land Surveyor, or such area being a radius within 75 [seventy five] metres of such other numbered peg located on such other part of the Private Lodge Subdivision, as the Directors may approve.



- 25.1.2 Improvement/s - means improvements of a permanent nature to be erected within the Building Area, and which may be used solely for temporary or permanent residential purposes.
- 25.1.3 Directors mean the directors of the Company.
- 25.2 The Member is entitled to erect the Improvements within the Building Area on the Private Lodge Subdivision subject to the following:
- 25.2.1 Subject to clause 25.1.1, further improvements shall be erected within a 75 [seventy five] metre radius of any direction of the relevant numbered peg, unless the prior written consent of the Directors is obtained.
- 25.2.2 The Improvements shall only be erected after the Member has submitted to the Directors a plan of the improvements in such form and with such information as the Directors may reasonably require, or as is required by law from time to time.
- 25.2.3 After such submission, and approval by such authority as may be required by law, the Directors shall finally approve or disapprove the Improvements. In the event of disapproval, the Directors shall give the Member written reasons for the disapproval within 60 [sixty] days of receipt of such plan. If approved, the Directors shall notify the Member as soon as possible thereafter. The Member may commence with the erection of the Improvements, subject to such requirements of any law.
- 25.2.4 Without derogating from the Directors' power to approve or disapprove the Improvements, and subject to the requirements of any authority, the Improvements shall comply with the following:
- 25.2.4.1 The Improvements may consist of such residential buildings as are allowed in law.
- 25.2.4.2 The siting of the building/s shall be regulated to protect the amenities of any other Private Lodge Subdivision, Commercial Subdivision or Game Reserve Subdivisions, or any infrastructure of the Reserve which may be affected thereby.
- 25.2.4.3 Unless the Directors decide otherwise, all buildings shall comply with the following:
- 25.2.4.3.1 A building shall have a pitched roof overall, save in exceptional circumstances where a balcony, including a deck or lookout, may be allowed with the consent of the Directors.
- 25.2.4.3.2 "Outbuildings" shall be allowed.
- 25.2.4.3.3 Roof covering shall be thatch or any other material approved in writing in advance by the Directors on a case by case basis. In exercising this discretion, it will be incumbent upon the Directors to preserve the prevailing sense of place and wilderness and to ensure that aesthetic and environmental impacts are minimised. This discretionary power of the Directors may preclude the use of certain roofing materials on a specific building or structure if the Directors, in their sole discretion, feel these conditions will not be met.
- 25.2.4.3.4 No double storey building will be permitted without the consent of the Directors. A building with an attic will not be classified as a double storey building.
- 25.2.4.3.5 Fencing only of the camp on Private Lodge Subdivisions shall be permitted in such manner as the Directors may from time to time direct.

- 25.2.4.3.6 All septic tanks, soak-aways or other sewage system must conform to regulations laid down from time to time by the Directors. In particular a Member shall ensure that the sewage does not cause any pollution. No septic tank or soak away or sewage system servicing the Private Lodge Subdivision may be placed outside the Private Lodge Subdivision.
- 25.2.4.4 Such material as the Directors may determine from time to time shall be used for building or cladding external walls.
- 25.2.4.5 Members shall be allowed to erect tented camps provided that such tented camps comply with the specifications and requirements as laid out in the Welgevonden Private Game Reserve Building Regulations, as amended and updated from time to time. Such tented camps shall comply with all requirements set out in this Memorandum of Incorporation, other than clause 25.2.4.3.1 and/or 25.2.4.3.3 above. In addition:
  - 25.2.4.5.1 The structure(s) shall be designed by a registered architect and/or engineer. These designs shall be presented to the Board of Directors for approval and no construction may take place before such approval is granted in writing;
  - 25.2.4.5.2 A Maintenance plan must form part of the submission for approval by the Board of Directors.
  - 25.2.4.5.3 All materials used shall be of such a nature that their colour and texture are indistinguishable in the bush;
  - 25.2.4.5.4 Tents are to be made of durable canvass and must be treated with an ultra violet retardant;
  - 25.2.4.5.5 Bases to tents shall be of concrete that is plastered and either painted or clad with stone. Timber decks are permitted;
  - 25.2.4.5.6 All structures to tents shall be of natural treated hardwood and/or 'gum-poles' that have been treated with the appropriate insect repellent and wood preservative. Metal components may be used, but must be clad with a natural material;
  - 25.2.4.5.7 No Bracing stays or lines are permitted;
  - 25.2.4.5.8 All internal as well as external electrical conduits are to be concealed;
- 25.2.5 All exteriors of doors and window frames shall be of unpainted natural wood or any other material approved in writing in advance by the Directors on a case by case basis. In exercising this discretion, it will be incumbent upon the Directors to preserve the prevailing sense of place and wilderness and to ensure that aesthetic and environmental impacts are minimised. This discretionary power of the Directors may preclude the use of certain materials on a specific building or structure if the Directors, in their sole discretion, feel these conditions will not be met.
- 25.2.6 During the building of the Improvements and thereafter:
  - 25.2.6.1 the Private Lodge Subdivision must be kept clean at all times of any kind of rubbish including empty cement bags, empty paint tins, lunch wrappers, food tins and the like;
  - 25.2.6.2 on completion of the work all builder's rubble and surplus material must be removed immediately;
  - 25.2.6.3 no builder material may be off-loaded on the hardened surface of any Road, but only on the Private Lodge Subdivision; and

- 25.2.6.4 cement or concrete may not be mixed on any Road but only within the Private Lodge Subdivision.
- 25.2.7 A Member may only appoint such builders as are approved from time to time by the Directors.
- 25.2.8 A Member is obliged:
- 25.2.8.1 to commence with building operations relating to the Improvements within 6 [six] months after his plans for such Improvements have been approved by the Directors in terms of clause 25.2.2; and
  - 25.2.8.2 to complete the building operations relating to the Improvements within 12 [twelve] months from the date of commencement thereof, provided that such date may be extended by factors beyond the Member's control. Such factors are restricted to vis maior, casus fortuitus and the inability of the Member to obtain any building materials.
- 25.2.9 The Member acknowledges being aware that the existing Improvements on Private Lodge Subdivisions No.s 30 [thirty] 32 [thirty two], 33 [thirty three], 34 [thirty four], 43 [forty three], 47 [forty seven] and 51 [fifty one] on Annexure 'A' do not comply with the provisions of this clause. An owner of any one or more of the said Private Lodge Subdivisions does not have to comply with the provisions of this clause in regard to such existing Improvements.
- 25.3 A Member is entitled to erect Improvements on a Commercial Subdivision subject to the following:
- 25.3.1 Improvements erected by such Member may be used for any lawful purposes;
  - 25.3.2 Subject to any law, there is no restriction as to where, on the Commercial Subdivision, such Member may erect such Improvements;
  - 25.3.3 The Improvements shall only be erected after such Member submitted to the Directors a plan of the Improvements in such form and with such information as the Directors may reasonably require, or is as required by law from time to time;
  - 25.3.4 After submission and approval by such authority as law, the Directors shall approve the Improvements provided they may only disapprove the Improvements if they are contrary to any law or aesthetically unacceptable.
- In the event of disapproval the Directors shall give the Member written reasons for the disapproval within 60 [sixty] days of receipt of the plan. Failing such notice, the plan shall be deemed to be approved.
- 25.4 The Game Reserve itself may erect any Improvements on the Game Reserve Subdivisions provided the plans relating to such Improvements comply with law. Such Improvements may be used only for the purposes referred to in clause 29 unless the Directors otherwise decide.
- 25.5 As regards electricity -
- 25.5.1 No electricity is supplied to the Private Lodge Subdivision or Commercial Subdivision. If the Member wishes to obtain a supply of electricity then such will be treated as an Improvement as defined in clause 25.1 and the procedure set out in this Article must be followed.
  - 25.5.2 Without derogating from the generality of the foregoing and this clause, the Member shall not be entitled to install any cable for any purpose over head. If a cable is laid on the surface, the cable must be covered to the approval of the Directors. Without derogating from the generality of the foregoing, a cable includes a cable for electricity, for any form of communication including any type of telephone and for the supply of water.

- 25.5.3 It is recorded that electricity is supplied to the Commercial Subdivision and to the following Private Lodge Subdivision numbers, namely 20 [twenty], 23 [twenty three], 24 [twenty four], 25 [twenty five], 26 [twenty six], 30 [thirty], 33 [thirty three], 43 [forty three], 46 [forty six], 47 [forty seven] and 51 [fifty one]. Furthermore, telephone cabling is supplied to Private Lodge Subdivision numbers 20 [twenty], 23 [twenty three], 25 [twenty five], 30 [thirty], 32 [thirty two], 34 [thirty four], 33 [thirty three], 43 [forty three] and 51 [fifty one].
- 25.5.4 The provisions of this clause relating to cabling do not apply in respect of such electricity and telephone cable infrastructure. In regard to the foregoing electrical and telephone cabling infrastructure, a Member does not have to comply with the provisions of this clause.
- 25.6 The Welgevonden Private Game Reserve Building Rules shall be issued and updated from time to time by the Directors. Where these rules conflict with the Memorandum of Incorporation, the Memorandum of Incorporation shall take precedence.

## 26. DETERMINATION OF DISPUTES

- 26.1 Subject to clause 7.2.4, any dispute arising out of or in connection with or related to this Memorandum of Incorporation, including but not limited to, any dispute or difficulty arising in connection with the interpretation, application and/or effect of any of the terms, conditions if any, or restrictions, imposed, or any procedure to be followed under this Memorandum of Incorporation, and/or arising out of the termination or cancellation of this Memorandum of Incorporation or any part thereof, and the exercise by the Directors of any of its powers in terms of this Memorandum of Incorporation, except where an interdict is sought or urgent relief may be obtained from a Court of competent jurisdiction, must be determined in terms of this clause. "Urgent relief" is the relief in respect of which an advocate shall have issued a certificate of urgency acceptable to any Court of law.
- 26.2 If a dispute arises, the relevant party must notify the other party. Should the dispute not be resolved between the parties within 14 [fourteen] days of such notice, either of the parties may refer the dispute for determination in terms of clause 26.3.
- 26.3 If a party exercises his rights in terms of clause 26.2 to refer the dispute for determination, such dispute shall be referred to an advocate practising as such at the Johannesburg Bar or a practising attorney and appointed by the parties. If the parties cannot agree on the advocate or practising attorney within 7 [seven] days after the dispute has been referred for determination, the advocate or practising attorney shall be appointed by the Chairman of the Johannesburg Bar Council.
- 26.4 Any person agreed upon or nominated as aforesaid [**"Expert"**] shall, subject to clause 26.5, in terms of either the common or statute law of South Africa, in all respects act as an expert and not as an arbitrator.
- 26.5 Subject to clause 26.6, the Expert shall be bound to follow the general principles of South African law. A Party may be represented.
- 26.6 The Expert shall be vested with the entire discretion as to the procedure and manner to be followed in arriving at his decision. The Expert shall not be bound to the principles of South African Law regarding procedure and evidence.
- 26.7 As soon as possible, after the Expert has been appointed, the parties shall and on request from the Expert, prepare terms of submission to him, setting out, inter alia:
- 26.7.1 the nature of the dispute, the issues to be decided by the Expert and their proposal as to the procedure to be followed in connection with the submission of pleadings or the issues to the Expert, and
- 26.7.2 the procedure and manner to be followed by the Expert at arriving at his decision.

- 26.8 The Expert shall then make a decision in this regard and notify the parties of the procedure and manner to be followed. This decision shall be final and binding on the parties.
- 26.9 Should the Expert deem it necessary to obtain technical or other advice on any matter relating to the dispute, he shall be entitled to obtain such advice from any person in the relevant field.
- 26.10 The parties shall endeavour to the best of their ability to procure that the decision of the Expert shall be given as soon as is possible after notice in terms of clause 26.3.
- 26.11 The Expert's decision shall be in writing and signed by the Expert.
- 26.12 Unless the terms of submission and accepted by the Expert, provide otherwise;
- 26.12.1 the Expert may order specific performance, in any circumstances in terms of which any court of law would have the power to do so; and
- 26.12.2 the Experts determination shall be final and binding on all parties.
- 26.13 The decision shall not be subject to appeal, and all parties to the dispute shall abide by and comply with the Expert's determination in accordance with the terms hereof.
- 26.14 Where the Expert's determination carries the payment of a sum of money, such sum shall, unless the determination provides otherwise, carry interest as from the date of determination at the same rate as a judgement debt in terms of law.
- 26.15 The Expert may correct in any determination, any clerical mistake or any patent error arising from any omission or commission.
- 26.16 The provisions of this article -
- 26.16.1 constitutes the irrevocable consent by the parties to any proceedings in terms thereof. None of the parties shall be entitled to withdraw therefrom or claim at any such proceedings that it is not bound by such provisions;
- 26.16.2 are severable from the rest of the Memorandum of Incorporation. They shall remain in effect even if the Company is liquidated; and
- 26.16.3 if permitted by law, the determination may, on an application to a Court of competent jurisdiction by any party to the dispute, after notice to the other party/ies, be made an Order of Court.
- 26.17 The parties waive the benefits accorded them in terms of the Prescription Act, No. 68 of 1969 as amended, or any statutory re-enactment thereof, in respect of any claim which is a subject matter of a dispute in terms of this clause, subject to the following:
- 26.17.1 The parties declare themselves to be fully acquainted with the meaning and effect of their waiver; and
- 26.17.2 The waiver shall be for a period commencing on the time an Expert is appointed in terms of this clause until the Expert gives his decision.

## **27. RIGHTS AND OBLIGATIONS OF MEMBERS**

- 27.1 Each and every Private Lodge Subdivision and Commercial Subdivision shall be subject and entitled to the following:
- 27.1.1 An owner of a Subdivision in the Reserve shall automatically become a Member of the Company against registration of transfer of the Private Lodge Subdivision or Commercial Subdivision in its name and shall remain as such for the duration of his ownership of the Private Lodge Subdivision or Commercial Subdivision;
- 27.1.2 A member may not erect any fences on any boundaries between the subdivision/s he owns and any other adjoining Private Lodge Subdivision or Commercial Subdivision;

- 27.1.3 A reciprocal traversing right over such Private Lodge Subdivision or Commercial Subdivision in favour of all the other members and in favour of the Company, subject thereto that such traversing rights shall be limited to thoroughfare roads as designated by the Company by virtue of clause 7.1.9 and shall not be in respect of private roads as designated by the Company by virtue of clause 7.1.9;
- 27.2 Each member shall agree to enter into a notarial deed in favour of the Welgevonden Game Reserve/Company to be registered against the title deeds of the aforesaid Subdivisions, thereby making each Subdivision subject to the following conditions of title:
- 27.2.1 Where such references exist, all references to the various portions defining Game Reserve Subdivisions, Private Lodge Subdivisions and the Commercial Subdivision be removed from title deeds;
- 27.2.2 That the registered owner of the therein mentioned property and its successors in title or assigns shall become a member of the Company against registration of transfer of the Private Lodge Subdivision or Commercial Subdivision in its name and shall remain as such for the duration of his ownership of the property;
- 27.2.3 That the registered owner of the therein mentioned property and its successors in title or assigns shall be bound to the Memorandum of Incorporation of the Company, and any amendments thereto, and be subject and entitled to all rights and obligations by virtue of such Memorandum of Incorporation, which shall include the reciprocal traversing rights in favour of all members of the Company and in favour of the Company;
- 27.2.4 The registered owner of the therein mentioned property and its successors in title or assigns shall not be entitled to transfer the property or any undivided share therein:
- 27.2.4.1 without the prior written consent of the Company, which the Company will be obliged to give provided that the transferor and transferee have complied with the requirements of the Memorandum of Incorporation of the Company;
- 27.2.4.2 without a clearance certificate from the said Company certifying that all amounts owing by the registered owner to the aforesaid Company have been paid or that provision has been made to the satisfaction of the Company for the payment thereof.
- 27.2.5 Notwithstanding any law, no subdivision of the property is permitted.
- 27.3 The Company (Welgevonden Game Reserve) shall effect the conclusion and registration in the deeds office of the required notarial deeds between the Company and members to effect the cancellation of all title conditions in title deeds of such Private Lodge Subdivisions and Commercial Subdivisions that reflect a right of first refusal in favour of the Company.

## **28. EXTENSION OF THE RESERVE AND INCORPORATION IN A GAME PARK**

- 28.1 A Member irrevocably authorises the Company to extend the Reserve by admitting further Members [Members other than Members in their capacities as owners of existing Private Lodge Subdivisions and Commercial Subdivisions], provided that the Members in general meeting of the Company by a simple majority agree to admit such further Member, alternatively a majority of the Members consent in writing to the admission of such further member, provided further that:
- 28.1.1 A further Member must be the owner of land which adjoins the Property. Such land must be of a size similar to the Private Lodge Subdivisions, provided that a maximum of 10 [ten] additional pieces of land measuring not less than 350 [three hundred and fifty] hectares each, and not more than a size similar to the Private Lodge Subdivisions, may be land owned by a further Member for the purposes of admission as a Member, provided further that this requirement in regard to a size larger than the size similar to

the Private Lodge Subdivision, may be waived by a simple majority of Members in general meeting.

28.1.2 The liability of all Members to contribute to the Service Charge shall be reviewed and adjusted accordingly upon the admission of a further Member, so that all owners of all Private Lodge Subdivisions and Commercial Subdivisions in their capacities as Members of the Game Reserve, contribute to the Service Charge on the same basis as provided for in the Memorandum of Incorporation.

28.1.3 Subject to the approval of the Directors of the Company, the further Member agrees to the registration of conditions similar to the Subdivisional Conditions, and the right of first refusal referred to in clause 27, where possible against the title deed of the land which he brings in, which include:

28.1.3.1 the further Member may not erect any fences on any boundaries of the land which he brings in;

28.1.3.2 the further Member may not Alienate in any manner the land which he brings in, without the consent of the Company. The Company shall give such consent if such incoming alienee complies with the provisions of clause 4;

28.1.3.3 no further subdivision in respect of the land which the further Member brings in, is permitted;

28.1.3.4 reciprocal traverse rights between the piece of land which the further Member brings in, and the Private Lodge Subdivisions then forming part of the Reserve, to the satisfaction of the Company;

28.1.3.5 the further Member complies with such further requirements as the Company are obliged to impose upon Members in terms of the Memorandum of Incorporation, to the extent that they have not been referred to in this Memorandum of Incorporation; and

28.1.3.6 the further Member pays any and all costs in order to comply with the said conditions and if the Company so requires it, furnishes an undertaking to the satisfaction of the Company that the further Member will pay such costs.

28.1.4 The further Member:

28.1.4.1 shall pay an entrance fee to the Company. The entrance fee shall be such amount as is determined from time to time by the Directors. Such entrance fee shall accrue to the Company.

28.1.4.2 complies with such further conditions as the Company may determine, which include:

28.1.4.2.1 the making of Roads by the further Member;

28.1.4.2.2 the demolition of existing improvements on the further Member's piece of land;

28.1.4.2.3 the transfer of ownership of game of which the further Member is the owner;

28.1.4.2.4 the integration of any facilities or infrastructure between the further Member pieces of land and the Game Reserve or any Private Lodge Subdivisions or Commercial Subdivisions;

28.1.4.2.5 the costs of erecting a perimeter fence if the Member piece of land constitutes a boundary of the Reserve;

28.1.4.2.6 any other further conditions which the Game Reserve may determine; and

28.1.4.2.7 the further Member pays all costs in order to comply with the said conditions and if so required by the Company, furnishes an undertaking to the Company that such costs will be paid.

28.2 The Company is entitled to incorporate, amalgamate or otherwise create any "link" with the Marakele National Park, or any other park with which the Reserve shares a boundary, irrespective whether that park is separated by a Road from the Property.

## **29. USE OF COMMERCIAL SUBDIVISIONS AND GAME RESERVE SUBDIVISIONS**

29.1 A Commercial Subdivision may be used for any lawful purpose, provided that in regard to:

29.1.1 Subdivision No. 21, the Member who is the owner thereof, is restricted to erecting improvements thereon which permits the utilisation of not more than 22 (twenty two) beds;

29.1.2 The Member who is the owner of Subdivision No. 21 is permitted to use up to a maximum of 2 (two) game viewing vehicles at any given time, provided such vehicles do not each seat more than 10 (ten) persons plus, 2 (two) service vehicles and 1 (one) standby game viewing vehicle in the event of one of the game viewing vehicles referred to above being unserviceable.

29.2 The Game Reserve Subdivisions may only be used:

29.2.1 in the case of portions GRS 52 [fifty two], 53 [fifty three] and GRS 55 [fifty five] as set out on Annexure "A", for administrative purposes, for the erection of housing for staff employed by the Company or with the consent of the Directors, for housing staff employed by a Member; and

29.2.2 in the case of the portion marked GRS 56 on Annexure "A", for the erection of and use as a school, hostel, clinic, sports field, community centre or any other lawful purpose which the Directors consider to be beneficial to the Reserve.

## **30. GAME**

30.1 A Member acknowledges that the Company will institute a game management plan, which includes without affecting the generality of the foregoing:

30.1.1 the culling of game [includes capturing, hunting and "game cropping"]; and

30.1.2 the stocking of game.

30.2 Without derogating from the generality of the game management program the Member acknowledges that the right to cull game on the Property vests in the Company, and that a culling programme and the Members' rights to take part in such culling is enshrined in the Rules.

## **31. RUNWAYS**

31.1 The Members who own Private Lodge Subdivisions 7 [seven], 25 [twenty five], 33 [thirty three], 34 [thirty four] and 46 [forty six] acknowledge that there will be registered over their Private Lodge Subdivisions a servitude for a runway for the purposes of aircraft landing and taking off.

31.2 The servitude will be in favour of the Company for the purposes aforesaid.

31.3 There will be 2 [two] runways, namely:

31.3.1 1 [one] runway on Private Lodge Subdivision 7; and

31.3.2 1 [one] runway on Private Lodge Subdivision 25 [twenty five];

31.4 The location of the runway and access to the runway will be determined by a registered Land Surveyor, alternatively the parties record that a general servitude is intended and that the location and route will eventually be agreed upon. Until such agreement or determination by the



said land surveyor, the right may be exercised on a location and route selected by the Game Reserve, provided the Game Reserve exercises its rights reasonably.

NOTICE 14 OF 2020



# Welgevonden Game Reserve

## Regulations and Code of Conduct

Version 2.1

September 2019



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## DEFINITIONS

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

- Building Area: The designated area on each Private Lodge Subdivision and Commercial Subdivision within which construction can take place.
- Commercial subdivision: that part of the Property which is referred to in the Memorandum of Incorporation as portion 21 (CS 21) of the Farm Welgevonden No. 470, Registration Division K.Q, Limpopo Province.
- The Common Land: The Property excluding the Building Area on the Private Lodge Subdivisions, the Commercial Subdivision and the Welgevonden Game Reserve NPC Subdivisions.
- Directors: The Directors of the Welgevonden Game Reserve NPC (WGR NPC) *hereafter also referred to as "the Company"*.
- Lodge staff: The individuals employed by a Member to work at a lodge.
- Members: Landowners or individuals who represent the landowners.
- Property or Reserve (Welgevonden Game Reserve (WGR)): The Private Lodge Subdivisions, the Commercial Subdivision and the Company subdivisions and any other property that is fenced into Welgevonden Game.
- Welgevonden office: The office of the Company situated at the Reserve's Main Gate complex.



## INTRODUCTION

The Regulations and Code of Conduct described in this publication have been derived from the WGR NPC's Memorandum of Incorporation and from periodic decisions made by its Directors. The Regulations and Code of Conduct are of course subject to the laws of the Republic of South Africa.

The purpose of this document is not to restrict Members' enjoyment of the Reserve but rather to:

- Encourage conduct that promotes the enjoyment and safety of all visitors to the Reserve;
- Protect the fauna, flora and landscape of the Reserve;
- Reduce the risks associated with operating in and/or visiting a dangerous game environment;
- Promote good and harmonious relations between all stakeholders on the Reserve.

Members are ultimately responsible for the conduct and actions of their contractors, staff and guests and should make certain that the appropriate procedures are in place at their lodges to ensure awareness of and compliance with the contents of this document. Any reference to a "contractor" in the Regulations and Code of Conduct includes employees of a contractor, a service provider and his employees.

This document attempts to balance each member's freedom to enjoy the privileges which come with membership and the legitimate expectation of fellow members that such privileges will be exercised reasonably and with due consideration for other users of the Reserve. In this regard it must be borne in mind that reckless, careless or unthinking behaviour may expose others to danger and interfere with their right to enjoy the Reserve. Members and their guests, contractors and staff visit, utilise and/or work on the Reserve entirely at their own risk.

**Chapter 1** outlines legislation known to the Company to have a direct bearing on the safety of visitors to the Reserve and conduct on the Reserve. This includes, but is not limited to, legislation pertaining to field guides, game drive vehicles and firearms. Reserve rules and recommendations are subordinate to legislation and in the event of any rule or recommendation being in contradiction with prevailing legislation, then the legislation takes precedence. It goes without saying that compliance with legislation is mandatory. The Company is not however responsible for monitoring or enforcing compliance. This responsibility lies with the relevant Government Departments. Consequently, the Company accepts no responsibility for non-compliance by members or their employees. The legislation outlined in Chapter 1 should not be considered exhaustive. It simply represents relevant legislation known to the Company. The



Company is not responsible for determining what legislation governs the conduct of members and their employees.

**Chapter 2** deals with regulations and recommendations concerning the conduct of members and their staff. Regulations should be interpreted as Reserve Rules ("Rules"). Compliance with these Rules, together with the additional Rules contained in the Memorandum of Incorporation (attached as Annexure A) is mandatory. However, the Company was not established to monitor and enforce compliance with stipulated standards of conduct and does not have the capacity to do so. Members are accordingly urged to comply with the Rules for the sake of the smooth functioning of the Reserve and for the benefit of their fellow members. The regulations nevertheless deal with infringements, as outlined in point 2.17 of Chapter 2. The recommendations contained in Chapter 2 are based on the Company's understanding and knowledge of industry best practices. Although they should not be viewed as definitive or mandatory, compliance with these recommendations is strongly encouraged so as to promote safety and enhance the enjoyment of the facilities the Reserve has to offer. However, since property on the Reserve is owned on the basis of freehold title and that there are a variety of interest groups who own property on the Reserve (namely commercial, private, syndicated and corporate), compliance with these recommendations is at the discretion of the Members and their staff.

It is the responsibility of lodge staff to ensure that guests visiting the lodge are made aware of this publication and are encouraged to read it before embarking on a game drive or walk. A copy of this publication must be prominently available at the lodge and the condensed version relating to game drives, walks and field guides must be available in each game drive vehicle.



## LEGISLATION

### 1.1. Field Guides

- 1.1.1. The Reserve is home to elephant, lion, leopard, rhino and other free-roaming wild animals whose distribution, movement and actions are not under the control of the Company. These animals, together with the venomous snakes, spiders and scorpions that occur on the Reserve, are known to be potentially dangerous to humans and the Reserve is therefore a dangerous game environment.
- 1.1.2. All field guides working on the Reserve must comply with legislation governing the conduct of *field* guides working in a dangerous game environment. This includes but is not necessarily limited to registration with the *National and/or Provincial Registrars of Tourist Guides, Limpopo Department of Environmental Affairs and Tourism (LEDET)* [change due to change in responsible Departments] obtaining the necessary firearm licenses and certification, obtaining the necessary first aid certification and obtaining the necessary driver's license/s and Public Drivers Permit (PDP).
- 1.1.3. The responsibility for attaining and enforcing compliance with prevailing legislation lies with the field guide and his or her employer respectively. The Company is not responsible for determining the prevailing legislation pertaining to *field* guides. As such, the field guide and his or her employer must determine what their legal obligations are and what is required in order to offer and undertake game drives, walks and any other activity that they may wish to offer in a dangerous game environment.
- 1.1.4. Field guides and their employers who undertake walks on the Reserve must take cognizance of the legislation pertaining to the use of firearms and approaching dangerous game.
- 1.1.5. Should the Company become aware of any non-compliance by a field guide working on the Reserve, then a letter will be written to the field guide and member/s in question requesting confirmation of the necessary certification and registration. Failure to produce proof of compliance will result in the matter being reported to the Provincial Registrar of Tourist Guides (LEDET) [change due to change in responsible Departments].
- 1.1.6. Field guides are responsible for the safety of their guests and therefore must familiarise themselves with *LEDET's Code of Conduct for Tourist Guides* [change due to change in responsible Departments].



- 1.1.7. To determine the legal requirements and industry best practise with regards to guiding in a dangerous game environment, field guides and their employers should contact the Department of Environmental Affairs and Tourism, the Provincial Registrar for the Limpopo Province, the *Culture Arts Tourism Hotel Sport Sector Education Training Authority (CASTHETA)*, the Police and Security SETA (SASSETA) and the Field Guides Association of South Africa (FGASA) [change due to change in responsible Departments].

1.2. **Walks**

- 1.2.1. All guides undertaking walks must be legally qualified and equipped to do so.

1.3. **Vehicles**

- 1.3.1. Vehicles may only be driven by people in possession of a valid driver's license.
- 1.3.2. Guides and their employers must take cognizance of legislation pertaining to public drivers permits (PDP).
- 1.3.3. Members must ensure that their vehicles comply with the legislation concerning the design and configuration of game drive vehicles.
- 1.3.4. The transport of staff and/or guests on any vehicle must comply with prevailing legislation.

1.4. **Firearms**

- 1.4.1. Possession, use, storage, transport and licensing of firearms are subject to prevailing legislation.





## REGULATIONS & RECOMMENDATIONS

### 2.1. Arrival and Departure

#### 2.1.1. Rules

- 2.1.1.1. The Main, East, South and West Gates are manned 24 hours per day. Access through Manual Gate is only by prior arrangement (at least 24-hours advance notice is required) and is limited to heavy vehicles.
- 2.1.1.2. All persons entering the Reserve are required to read and sign the WGR indemnity and entry permit. Entry into the Reserve is subject to the gate entry rules which are available from the Welgevonden office.
- 2.1.1.3. Only authorised motor vehicles may travel beyond the visitors parking at these gates. Parking is provided for vehicles that are left at gates.
- 2.1.1.4. The Main Gate Airstrip and Western Airstrip on the Reserve are closed for all air traffic that has not been given written consent to land by the WGR management. The closure signs consist of crosses of a single contrasting colour, namely white, displayed horizontally on the threshold of each runway indicating that the entire airfield is closed for all aircraft. Landing on the Reserve, either at an airstrip or helipad, is strictly subject to the Welgevonden aircraft landing procedures. These procedures are available from the Welgevonden office and all pilots/operators must comply accordingly prior to landing on the Reserve.
- 2.1.1.5. All aircraft passengers and pilots are required to complete the WGR indemnity and entry permit upon landing. The staff at the lodge being visited must ensure that these forms are returned to the Welgevonden office as soon as possible thereafter.



## **2.2. Number of Guests**

### **2.2.1. Rules**

- 2.2.1.1. A maximum of 10 guests/visitors are allowed to stay overnight per 10-bed lodge subdivision and a maximum of 20 are allowed to stay overnight at the commercial subdivision *unless the lodge has applied for Additional Bed-nights as per the Additional Bed-night Policy referred to in the Mol. [addition due to change in Mol at 2010 EGM and 2015 AGM]*
- 2.2.1.2. An infant or child is counted as one person.
- 2.2.1.3. In the event of visitors/guests not staying overnight on the Reserve, no more than 10 day-visitors per private lodge subdivision may enter the Reserve in a 12-hour period. For the commercial lodge subdivision, no more than 20 day-visitors may enter the Reserve in a 12-hour period. Gate entries will be monitored and transgressions will be fined as per Annexure B.
- 2.2.1.4. The total number of visitors (day-visitors and overnight-visitors) on the Reserve at any one time may not exceed 10 per private subdivision and 20 for the commercial subdivision.

## **2.3. Travelling in Welgevonden**

### **2.3.1. Rules**

- 2.3.1.1. Any person driving on the Reserve must comply with the stipulations by law relating to intoxication.
- 2.3.1.2. Each private lodge subdivision is permitted two vehicles on the Reserve, namely a game drive vehicle and utility vehicle. Private vehicles are not permitted into the Reserve. Driving a private vehicle into the Reserve is strictly subject to prior permission from Welgevonden management. Permission will only be granted under exceptional circumstances and subject to prior submission to Welgevonden management of a written motivation. Medical requirements must be motivated by a health practitioner's certificate.



- 2.3.1.3. All game drive and utility vehicles must be painted the approved colour which is DURAMAX DIP DP 13 2K (Mala Mala Green). The site number must be displayed in large black numbers on the rear and on the right front fender of both vehicles. Further advice on this can be obtained from the Reserve management.
- 2.3.1.4. *All vehicles travelling on the Reserve must have a Welgevonden specified vehicle tracking system and provide the necessary access to Welgevonden management to be able to receive and monitor alerts generated by the system while the vehicle is travelling on the Reserve. Such alerts to be guided by these Regulations and the Mol. Further details can be obtained from the Reserve office. [Board resolution 4-5 May 2018]*
- 2.3.1.5. The Reserve speed limit is 35 km/hr. This speed will not be safe on all roads and in all conditions, such as when travelling at night, when on secondary roads, wet roads and roads that are damaged.
- 2.3.1.6. The roads on the Reserve may be in a condition which makes driving hazardous and no representation is made about the serviceability of the roads or the airstrips on the Reserve.
- 2.3.1.7. Road closure and no entry signs must be respected. Roads will only be closed in the event that they are impassable or if a management intervention is underway. Driving on a wet road that is closed causes considerable damage to the road that then requires repair using gravel from the Reserve.
- 2.3.1.8. Driving off-road is not permitted as this causes considerable damage to the soil. Furthermore, vehicles may not drive on or over airstrips or in rivers and riverbeds except where these are crossed by a designated road. Vehicles may pull off the road for refreshment stops subject to the considerations contained within point 2.9.1.3(b). Maps can be purchased from the Welgevonden office, which indicate roads, airstrips and rivers.
- 2.3.1.9. Vehicles may not be driven or parked in such a manner as to cause obstruction or danger to other vehicles.
- 2.3.1.10. If a road looks impassable, an alternate route must be used as getting stuck causes considerable damage to roads.



2.3.1.11. The Directors can at any time and for any reason restrict night-time driving on the Reserve.

**2.3.2. Recommendations**

2.3.2.1. When approaching another vehicle after dark, slow down and switch lights to parking.

2.3.2.2. The use of "tracker" seats is strongly discouraged due to the high risk of falling in front of the vehicle and the increased risk to the passenger in the event of encountering dangerous game. At no time should children be allowed on a "tracker" seat.

2.3.2.3. There should on every vehicle be a fire extinguisher, first aid kit and functional radio for radio communication in the event of an emergency.

2.3.2.4. Roads are maintained for 4 x 4 passage and game drive and utility vehicles should have 4 x 4 capability.

2.3.2.5. Please stop and pick up litter when you see it on the Reserve.



## **2.4. Building**

### **2.4.1. Rules**

- 2.4.1.1. The WGR Building Regulations are available from the Welgevonden office on request. Before undertaking any building, the member/s in question must obtain a copy of the WGR Building Regulations and comply accordingly.
- 2.4.1.2. Dumping of any refuse, including building rubble and other construction waste, in gravel pits is not permitted. Loose thatching grass may, however, be disposed of in gravel pits *with prior written permission from Reserve management* but it must be evenly spread out. From time to time, Reserve management may require certain gravel pits to be filled and in these instances building rubble (brick and mortar only) may be disposed of in such pits strictly subject to obtaining prior permission from Reserve management.
- 2.4.1.3. A Member is obliged to maintain both the interior and exterior of his Improvements in a good and sound condition to the reasonable satisfaction of the Directors.
- 2.4.1.4. A Member may only erect signage indicating his Improvements or access to his Improvements which are approved by the Directors.
- 2.4.1.5. A Member may, with the consent of the Directors, fence his Building Area.
- 2.4.1.6. Each subdivision on which there are Improvements (a lodge) is required to have a meter to record water consumption at the lodge. This meter must be installed so as to record all water consumption. Meter readings must be called into the WGR management on the 15<sup>th</sup> of each month.



## 2.5. **Contractors**

### 2.5.1. **Rules**

- 2.5.1.1. The staff working at a lodge are responsible for the safety of all contractors called in to work at the lodge. If a contractor is required to walk outside of the lodge development, then the lodge must appoint a field guide who is legally qualified to conduct walks in a dangerous game environment to accompany the contractor. This field guide can either be an employee at the lodge or a freelance guide appointed to fulfil this function.
- 2.5.1.2. Contractors must inform the Welgevonden management if they intend working on the Reserve outside of a lodge development (i.e. to check cables, pipes etc. without having been requested to do so by a lodge) and if they intend walking, must arrange to be accompanied by a legally qualified field guide.
- 2.5.1.3. If a contractor and/or his employees intends or is requested to work outside of a lodge, residential or office complex development on behalf of the Welgevonden Reserve management, the contractor must provide Welgevonden management with prior notification of the intended date and time so that it can be arranged for a *field ranger* to accompany the contractor and/or his employees.
- 2.5.1.4. Under no circumstances may a contractor drop staff off in the Reserve away from a lodge development if they are unaccompanied by a legally qualified field guide.
- 2.5.1.5. Prior to any contractor being issued with a WGR identity card, the principal of the company must attend a minimum of the 1-day orientation programme. The principal will then be expected to communicate the relevant rules and recommendations to his or her employees.
- 2.5.1.6. *For Contractors to be allowed entry onto the Reserve the Lodge or member is required to notify Reserve management that the Contractor is expected to visit the lodge [as per Directors Resolution 26 July 2018].*
- 2.5.1.7. Contractors are not permitted onto the Reserve *afterhours*, over weekends or *public holidays* other than to undertake emergency electrical and/or



plumbing repairs. *Approval from Reserve management for such entries is required [as per Directors Resolution 26 July 2018].*

## **2.6. WGR Orientation Course**

### **2.6.1. Rules**

2.6.1.1. All persons who drive or lead walks on the Reserve must attend the WGR orientation course. The orientation course will be held at regular intervals on the Reserve and can also be conducted at a lodge if there are sufficient participants. The purpose of this orientation course is to enhance awareness and knowledge of prevailing legislation, industry best practise and Reserve regulations. Condensed programmes will be held for drivers who do not conduct game drives but who are required to transport supplies on the Reserve. Drivers who transfer guests on the reserve must attend the orientation programme and lodge owners are encouraged to determine whether or not such individuals are subject to the legislation and requirements pertaining to field guides.

2.6.1.2. The Company stresses that attending the orientation course does not qualify a person to conduct drives or walks in a dangerous game environment and should not be considered sufficient preparation. The responsibility of ensuring that all persons that drive or walk on the Reserve attend the course resides with members.

## **2.7. Field Guides**

### **2.7.1. Rules**

2.7.1.1. All field guides must be in possession of the minimum qualifications, licenses and registrations as stipulated by law to conduct the activities for which they are employed.

### **2.7.2. Recommendations**

2.7.2.1. Field guides should familiarise themselves with accepted industry norms when dealing with dangerous animals. However, wild animals are unpredictable and can react variably depending on prevailing circumstances (including but not limited to the presence of young, injuries, hormonal fluctuations and episodes of mating and/or courtship) and individual personalities. Consequently, there can be no prescribed course of action



when dealing with a wild animal and the discretion of the guide is therefore extremely important. Hence, it is important that a field guide understands and is able to accurately interpret wild animal behaviour, but caution should ultimately be applied at all times.

- 2.7.2.2. Field guides who are suitably accredited and licensed to carry a firearm are strongly encouraged to make use of the shooting range facilities at the *Main Gate* to practise firearm drills and target shooting. Please make arrangements to use the facilities in advance with the *WGR Security Manager* *[change in this clause due to change in operational aspects]*.
- 2.7.2.3. Cognizance should also be taken of industry best practise with regards to the minimum calibre of rifle and ammunition required when walking in a dangerous game environment.
- 2.7.2.4. Field guides should not allow any person to prevent them from performing their duties as guides.
- 2.7.2.5. All activities should be conducted in such a way as to cause the least damage or disturbance to the natural environment and all components of the environment must be respected.
- 2.7.2.6. No guided excursion should:
  - a. Invade the privacy of others;
  - b. Spoil the comfort, enjoyment or experience of others;
  - c. Jeopardize the safety of others; or
  - d. Spoil or damage the environment.

## **2.8. Radios**

### **2.8.1. Rules**

- 2.8.1.1. The radio infrastructure on Welgevonden is shared by all users and appropriate and courteous use of the radio is therefore necessary.
- 2.8.1.2. The radio system works through a repeater, and to avoid the beginning of a message being lost, users must wait a second after depressing the transmission, or press-to-talk (PTT) button before talking. Check on the radio's "busy" indicator if a conversation is not already taking place before





you start your transmission. Some channels share the same repeater (e.g. channels 2, 3 and 4).

- 2.8.1.3. The radio infrastructure may not be used for long conversations or private conversations.
- 2.8.1.4. During emergencies, WGR management may request that all radio channels be kept free.
- 2.8.1.5. Communicate clearly, listen carefully and keep messages short and concise.
- 2.8.1.6. Only English may be used on channels 1 and 2.
- 2.8.1.7. When on a game drive, switch from channel 1 to channel 3 if you are unsure about the location of, and directions to, a sighting and require further assistance. First check that a conversation is not already taking place on channel 3. Only references as indicated on the map of the Reserve may be used to communicate sightings and directions.
- 2.8.1.8. The different channels are designated as follows:
  - a. **Channel 1: Game viewing use only** (dedicated repeater). This channel is to call in sightings and for requesting updates when departing from a lodge. Long conversations about sightings should be avoided. Those who call in sightings should describe the **species** and approximate **number**, the **location**, whether **stationery or mobile** and the **quality** of the sighting ONLY. Requests for other details about sighting are inappropriate and block the channel from use by other users.
  - b. **Channel 2: Standby channel for lodges**. Make contact on this channel and then switch to channel 3 (repeater shared with channel 3 and 4).
  - c. **Channel 3: Lodge Communications** (repeater shared with channel 2 and 4). Frequent repetition of ETA's or other arrangements must be avoided. Lodge and game viewing activities should be planned so that only short communications are necessary for confirmation.
  - d. **Channel 4: Gates** (repeater shared with channels 2 and 3). This channel must be used to contact the gate guards at Main, East, South and West gates.
  - e. **Channel 6: WGR management**. This channel is used to contact WGR management, including the office, security, water and workshop.
  - f. **Channel 9: Contractors**.



- g. **“Lodge simplex”**: This channel is for internal lodge communication over short distances. This channel may be rented from the Company at a fee per annum. This channel will be lodge specific.

## **2.9. Game Drives**

### **2.9.1. Rules**

#### **2.9.1.1. General game drive conduct**

- a. All game drive vehicles must have a functional radio.
- b. Drivers must not speed to sightings.
- c. A map of the Reserve must be carried in the game drive vehicle at all times for reference purposes. Maps are available from the Welgevonden office.
- d. A vehicle used for game viewing may never carry more than 10 passengers and one driver or exceed any limitation as imposed by law.
- e. Utility vehicles and/or private vehicles given permission to enter the Reserve may not be used for game viewing and must give way to game drive vehicles.
- f. The behaviour of children must be monitored. Small children should sit between adults and in the event of a child crying or becoming restless at a sighting, the vehicle must leave the sighting.
- g. Rowdy behaviour is not permitted as it can disturb animals or other guests.
- h. Do not stand up in the vehicle while it is moving or at a sighting.
- i. Do not hang onto the outside of the vehicle.
- j. Do not get off the vehicle without the permission of the person controlling the vehicle.
- k. Smoking on the vehicle while it is moving is not permitted due to the risk of starting a fire.
- l. Maintain a safe distance (i.e. where your presence is not influencing the animal's behaviour) from dangerous animals and exercise caution whilst on drive.
- m. Private roads to lodges are marked by a stone structure indicating the lodge number erected next to the last turn-off to each lodge. Travelling beyond these markers is not permitted for game viewing, but only when visiting a lodge.
- n. Drivers must treat the Reserve's flora and fauna with respect.



#### 2.9.1.2. After dark

*[as amended at the AGM of WGR NPC - July 2017]*

- a. Only individuals that have attended the orientation course, or that are supervised by a person that has attended the orientation course, may operate spotlights while driving.
- b. Only individuals that have attended the orientation course may operate a spotlight at sightings.
- c. Spotlights may not be shined on diurnal animals (animals which are predominantly active during the day).
- d. Spotlights and main vehicle lights should be turned off when encountering predators that are hunting. Use park lights only.
- e. Only one spotlight per vehicle may be used.
- f. Only one spotlight from one of the vehicles at a sighting may be used.
- g. No additional lights, such as fixed LED lights may be fitted to vehicles.
- h. Spotlights may have a maximum of 1 000 000 candle power.
- i. No spotlight may be shone on any animal's head.
- j. Red filters to be used at sensitive sightings, such as kills or when young animals are present.

#### 2.9.1.3. Refreshment stops

- a. Utility vehicles may be used to transport chairs, tables, equipment, food and drinks to a designated boma that has been previously booked by the lodge through the Welgevonden office. However, utility vehicles may not be used for this purpose for refreshment stops that are not at a designated boma and all equipment and food for such a refreshment stop must be carried on the game drive vehicle.
- b. When pulling off the road for a refreshment stop, vehicles may not be driven more than 5m off the road and care must be taken to avoid sensitive or waterlogged areas and to avoid damaging plants or the soil structure. When selecting a site for a refreshment stop, look for open areas where the visibility is good and where a rock terrace or lay-bye allows for the vehicle to be pulled off the road without causing any damage to the surrounding environment and without blocking the road.
- c. Refreshment stops may not be undertaken near or within sight of a sighting. Move well out of sight and hearing before dismounting. This includes being out of sight of sightings across open plains, regardless of the distance to the sighting. This includes being out of sight of sightings across open plains, regardless of the distance to the sighting.



- d. Refreshment stops may not be undertaken within sight of a lodge.
- e. Do not stop for refreshments if you are aware of an animal heading towards you.
- f. Ensure that the surrounding area is safe before dismounting for refreshment stops.
- g. Do not wander far from the vehicle during refreshment or other stops. Remain within sight or at least hearing. Tell others when you are moving away for a comfort break.
- h. Ensure that all litter is picked up before leaving a refreshment stop, including toilet paper. Take plastic bags for this purpose.
- i. Do not stop on main roads.
- j. Only gas may be used for cooking during refreshment stops.

#### 2.9.1.4. Sightings

- a. The driver of the first vehicle at a sighting takes control of the sighting and should call the sighting on the radio, giving its location as per the map of the Reserve and a clear, but brief description of the animal/s.
- b. Only four vehicles are concurrently allowed at a sighting. This may be reduced at the discretion of the person controlling the sighting.
- c. A space in a sighting cannot be booked with the controlling person in advance. Permission to enter the sighting can only be requested when approaching the sighting.
- d. Vehicles approaching a sighting must stop when close enough to join the sighting (but preferably still out of sight), before requesting the controlling vehicle's permission to approach. Except in unique circumstances such as a safety risk, or when the number of allowable vehicles are already at the sighting, permission may not be refused. The person controlling the sighting may advise the route to be taken and the position to stop in.
- e. If the person controlling the sighting refuses an approach to a sighting, the requesting vehicle should stay out of sight until invited to join.
- f. The person in control of the sighting is responsible for the safety of the parked situation and for the co-ordination of movement at the sighting.
- g. Vehicles may not be parked in and a clear escape route must always be available to all vehicles.
- h. When vehicles are standing by to join a sighting, vehicles at the sighting should depart after a reasonable time (say 15 minutes) to allow others to enjoy the sighting.



- i. The driver must ensure that they have a safe route away from potentially aggressive animals. Remember all wild animals can be dangerous.
- j. Only one vehicle (arriving or departing) should have the engine running at a stationary sighting.
- k. Noise should be kept to a minimum and conversation should be in whispers. Radios may, however, not be switched off. If an earphone is not available, turn the volume down.
- l. When the controlling vehicle wishes to depart, a person on another vehicle at the sighting must be requested to take over control.
- m. Animals exhibiting signs of stress or aggression must not be called in as sightings.

#### 2.9.2. Recommendations

- 2.9.2.1. Game drives should only be undertaken by a field guide who has, at least, the minimum legal qualifications and licenses to conduct game drives in a dangerous game environment.
- 2.9.2.2. Members who nevertheless wish to drive themselves and their guests on Welgevonden are strongly encouraged to familiarise themselves with industry best practise regarding conduct at sightings and with animal behaviour.
- 2.9.2.3. When game viewing parties depart from lodges, they should announce themselves. If requests on game activity are received over the radio, those already out should offer updates.
- 2.9.2.4. Research has shown that viewing game from a distance of 30m to 50m generally does not influence their normal behaviour. Consequently, animals, particularly potentially dangerous game, should therefore not be approached to within 30m.
- 2.9.2.5. As a courtesy to other members and visitors, interesting sightings (lion, leopard, cheetah, elephant and other) should be announced over the radio on Channel 1.
- 2.9.2.6. Drinking of alcohol on the vehicle is discouraged.



## **2.10. Walks**

### **2.10.1. Rules**

- 2.10.1.1. Guests may not leave the lodge surroundings, except when on an arranged game drive or walk. Jogging or other exercise outside the lodge surroundings is not permitted and caution must be exercised when walking around a lodge development, particularly if there is no electric perimeter fence.
- 2.10.1.2. Walking outside lodge developments and gate areas is subject to the legislation and recommendations pertaining to walks in a dangerous game environment.
- 2.10.1.3. When walking outside lodge developments, one person must be in control of the walk at all times and this person takes full responsibility for the conduct and safety of the participants in the walk. The person in control of the walk must be at the front of the walking party.
- 2.10.1.4. Intentionally walking into dangerous game (e.g. lions, elephants, rhinos or leopard) is not permitted. In the event of an unforeseen encounter with dangerous game, the person in control of the walk must extricate the party as quickly and safely as possible. Viewing of dangerous game on foot is permissible only at a distance where the presence of the walking party does not influence the normal, non-aggressive behaviour of the animal and where the terrain does not render the walking party vulnerable. Approaching dangerous game on foot after first viewing them from a vehicle is not permitted. In the event of an unforeseen encounter with dangerous game, the person in control of the walk must extricate the party as quickly and safely as possible.
- 2.10.1.5. Unless an emergency or problem develop and assistance is required, walking parties must avoid game viewing roads and may not approach sightings where vehicles are gathered.
- 2.10.1.6. A hand-held radio must be carried at all times when walking on the Reserve for radio communication in the event of an emergency.
- 2.10.1.7. If a member undertakes a walk with his or her guests, then the member must explain to his or her guests, prior to the walk, the associated risks and must



make them aware of the Company's recommendation that walks should not be undertaken without a legally qualified field guide.

2.10.1.8. Walks must not be conducted before sunrise or after sunset.

2.10.1.9. The Directors can at any time and for any reason restrict walking on the Property.

**2.10.2. Recommendations**

2.10.2.1. Walks should only be undertaken by a field guide who has obtained the minimum legal qualifications to undertake walks in a dangerous game environment. The field guide should further be equipped with a minimum of a .375 calibre rifle, at least 20 rounds of ammunition, a first aid kit and water.

2.10.2.2. Walks should preferably be conducted in the morning, after sunrise, so that, in the event of an emergency, there is adequate daylight remaining for emergency evacuation, if necessary.

2.10.2.3. It is further recommended that, in addition to the minimum legal requirements, walks should only be undertaken by guides:

- a. with a FGASA Trails Guide and/or SKS Dangerous Game qualification; and
- b. who have successfully completed a FGASA approved advanced rifle handling course; and
- c. who have at least two years' experience walking in a dangerous game environment; and
- d. who are able to provide a portfolio of evidence of regular rifle handling exercises with a minimum of a .375 calibre rifle.

2.10.2.4. Members are strongly discouraged from walking without a qualified field guide.

2.10.2.5. The guide or member should inform a third party not participating in the walk of his or her intended route and estimated time of walk.

2.10.2.6. Walking parties should not go near kills or a carcass, even if no animals appear to be close.



2.10.2.7. Participation of children under 12 in walks is strongly discouraged.

2.10.2.8. The guide or member responsible for the party should provide a detailed pre-walk briefing to guests in which he or she should, *inter alia*:

- a. Obtain information from the guests on any allergies, ailments, chronic illnesses and/or other factors that may preclude an individual from participating in the walk;
- b. Inform his or her guests of the associated risks, estimated length of the walk, required clothing, footwear and insect repellent;
- c. Tell guests to leave behind all cell phones, firearms, headphones and radios and to deactivate audio alarms and signals on wristwatches and, if possible, on cameras;
- d. Inform guests of acceptable protocol with regards to taking pictures in a sighting;
- e. Make recommendations of what to do in the event of a confrontation with dangerous game;
- f. Inform his or her guests of emergency procedures and how to use the radio in the event of an emergency; and
- g. Obtain information on subjects of interest within the party.

## **2.11. Firearms**

### **2.11.1. Rules**

2.11.1.1. Only firearms for which there is legal compliance are permitted on the Reserve.

2.11.1.2. All firearms must be stored, transported and issued in accordance with legal requirements.

2.11.1.3. Guests may not hold or tamper with a guide's or member's firearm and the guide or member must ensure that all firearms are locked away in accordance with legal requirements when not in his/her physical control.

2.11.1.4. Confrontations with wild animals that require the use of a firearm to prevent harm or injury must be avoided at all times. However, in the event of an unforeseen confrontation with a dangerous animal that warrants the use of a firearm, the person in control of the walk should not hesitate to use his or her firearm to prevent injury or death to any member of the party.





2.11.1.5. All shots fired must be reported to WGR management immediately.

2.11.1.6. Wounded animals must be reported to WGR management immediately.

## **2.12. Emergency Procedures**

### **2.12.1. Recommendations**

2.12.1.1. It is strongly recommended that each lodge formulate and record in writing a set of emergency procedures to be followed in the event of an emergency, whether arising from fire, injury or otherwise and that such document be prominently displayed at the lodge and in all game drive vehicles. It is also recommended that lodge management inform their employees and guests of the emergency procedures pertaining to that lodge.

2.12.1.2. In the event of an emergency, Welgevonden management should be contacted on channel 6 on the radio.

2.12.1.3. Lodge staff are expected to assist staff from other lodges where necessary in the event of an emergency.

2.12.1.4. On request, the WGR management will endeavour to assist in the preparation of guidelines for the formulation of such emergency procedures. It is emphasised, however, that the formulation of appropriate emergency procedures remains the sole responsibility of each lodge and the WGR NPC will not be liable for any loss or damage arising from the execution or failure to execute any particular emergency procedure by any particular lodge, nor shall the WGR NPC be responsible for any defect or omission in any emergency procedure adopted.

2.12.1.5. Lodges are strongly encouraged to obtain insurance cover for the evacuation of guests and staff in the event of an emergency.

2.12.1.6. All lodge staff should be trained and certified to a minimum of level 1 first aid.



## **2.13. Waste Management**

### **2.13.1. Rules**

#### **2.13.1.1. Sewage**

- a. A maintenance plan appropriate for the sewage treatment system must be produced by each lodge and this must be followed by the lodge staff. WGR management shall conduct regular tests to establish the functioning of sewage systems. If a system is found to operate below the required levels, immediate steps must be taken to rectify the problem.
- b. Be aware that foreign materials flushed down toilets have detrimental effects on sewage systems.
- c. Grease traps must be cleaned regularly, and this waste must be placed in a refuse bin. The use of soaps, detergents and other cleaning substances that are not eco-friendly also has a detrimental effect on the biological process in septic tank systems.

#### **2.13.1.2. Solid waste**

- a. Refuse generated from lodge activities may only be stored on the Building Area in such a manner that it can be easily removed.
- b. The Welgevonden service staff will collect refuse from each lodge once per week. Replacement plastic bags are issued to lodges by the refuse collection service when the refuse is collected.
- c. Refuse must be separated into different containers, namely glass, cans, *cardboard*, *plastic* and other [added due to operational improvement]. It is illegal to deposit ammunition into refuse and this must not be done.
- d. Refuse not separated into these three categories will not be collected.
- e. If the lodge is not fenced, refuse containers that cannot be opened or pushed over by animals must be used.
- f. All refuse containers should be baboon resistant, i.e. baboons and other animals should not be able to gain access to them and/or open them.



## **2.14. Lodge Staff**

### **2.14.1. Rules**

- 2.14.1.1. Upon appointment, lodge staff must sign the WGR indemnity and must ensure that they are issued with a Welgevonden identity card which they must display when leaving or entering the Reserve. Only lodge staff who are South African citizens or who have a valid work permit are permitted on the Reserve and all lodge staff must submit a copy of their ID or work permit to Welgevonden management.
- 2.14.1.2. Members must ensure that staff leaving the employment of the lodge return their Welgevonden identity card to the Welgevonden office when they depart.
- 2.14.1.3. Lodge staff are required to record rainfall data at their lodge and to call this data into the Welgevonden management the morning after a rainfall event.

## **2.15. Fires**

### **2.15.1. Rules**

- 2.15.1.1. The WGR has adopted a fire policy that allows natural fires to burn. This is for the benefit of the ecology of the Reserve and a copy of the WGR Fire Policy is available from Welgevonden management upon request. However, the Company will intervene in an effort to prevent fires from escaping onto neighbouring properties that do not subscribe to the same fire policy. Furthermore, the Company will assist where possible to protect lodges and other infrastructure on the Reserve, but this service cannot be guaranteed.
- 2.15.1.2. Members and lodge staff must ensure that the necessary precautions are in place to protect the lodge from fire. The Company shall endeavour to assist lodges on a best effort basis when threatened by fire, but this service cannot be guaranteed by the Company due to potential commitments elsewhere at the time of the fire.
- 2.15.1.3. Lodge staff are responsible for securing all lodge assets against fire. This includes transformers, telephone cables and or masts, water lines, power cables, etc.



- 2.15.1.4. Lodge staff must radio Welgevonden management on channel 6 in the event of a fire at a lodge or anywhere in the Reserve, or in close proximity of the Reserve.
- 2.15.1.5. All lodge staff must immediately go on standby should a fire be reported. The Company expects lodge staff to assist in firefighting when called upon do to so. WGR management will call for assistance if deemed necessary and give instructions on where to go and what to do.
- 2.15.1.6. Lodge staff must endeavour to contain a fire at or around a lodge until assistance arrives but may not start counter burns. These may only be started with approval from Welgevonden management or preferably under the supervision of the Welgevonden management. This is due to the fact that unauthorised and thus unknown counter burns represent a considerable threat to infrastructure and can trap people and equipment between fire fronts.
- 2.15.1.7. During fire alerts, radio communications that do not relate to the containment of the fire must be kept to an absolute minimum.
- 2.15.1.8. Open fires may only be made at lodge sites at a place intended for that purpose. Burning objects may not be discarded in a manner that may cause a fire. Cigarette and/or cigar butts must be retained by the people smoking them and care must be taken when smoking not to start a fire.
- 2.15.1.9. A 75-meter firebreak must be cleared around each lodge. This firebreak should be 75 metres from any building on the site. This must include the removal of the grass layer, with all loose grass being raked and cleared away.

#### 2.15.2. Recommendations

- 2.15.2.1. If the lodge is fenced, an area of at least 3m outside the fence should be cleared to protect the fence. Please note, however, that this is intended only to protect the fence and therefore must not be considered as a firebreak.
- 2.15.2.2. Members should establish from their insurers what the requirements regarding protection against fires are and implement those requirements.



- 2.15.2.3. Fire hydrants of the type recommended by fire protection experts should be placed outside each building and should be tested and maintained as part of the lodge maintenance procedures. Lodge staff should be trained to use them effectively.
- 2.15.2.4. At least 10 fire-beaters should be kept at the lodge site. If help can be sent, helpers should not have to first travel elsewhere to get beaters.
- 2.15.2.5. Sprinkler systems should be installed on building roofs. Such systems should be connected to a stand-alone engine and pump, drawing water from a swimming pool. Such a system should, as a preventive measure, be capable of wetting a thatch roof within minutes.
- 2.15.2.6. A 500litre firefighting "bakkie unit" equipped with an engine and a high pressure/low volume pump should be acquired and lodge staff should be trained to use it effectively. Fire-fighting trailers are not recommended due to manoeuvrability constraints.
- 2.15.2.7. A sprinkler system should be installed along the 75-metre radius cleared area around the lodge, or along the fence line. Such a system should be connected to a stand-alone engine and pump, drawing water from a swimming pool. Such a system should, as a preventive measure, be capable of wetting the area around your lodge within minutes.
- 2.15.2.8. Be aware that fires do affect the Eskom electricity supply, so it is safer to assume that your Eskom service will be interrupted during a fire.
- 2.15.2.9. If water storage tanks (and the supply to them from a borehole) are outside the cleared area around a lodge, assume that the fire will damage them. A firebreak should therefore be cleared around water tanks as well.



## **2.16. General**

### **2.16.1. Rules**

- 2.16.1.1. Unless prior written consent has been obtained from the Directors where applicable, no person may:
- a. Hunt, shoot or fish on the Reserve.
  - b. Swim in any dam or river on the Reserve.
  - c. Plant any flora on the Reserve. Only flora indigenous to the region may be planted at lodge sites and these may not be collected from the Reserve.
  - d. Feed, injure, disturb or capture any animal on the Reserve. Wounded or injured animals must immediately be reported to Welgevonden management. Only animal licks approved by Welgevonden management may be put out and Welgevonden management retains the right to stop such licks from being put out.
  - e. Gather firewood from the Reserve.
  - f. Damage, remove, pick up, uproot or cut any object on the Reserve. No name, letter, figure or symbol may be placed, carved or written on anything within the Reserve.
  - g. Litter on the Reserve. During drives or walks, used toilet paper must be retrieved. Take plastic bags for this purpose.
  - h. Use herbicides, insecticides and rodent poisons that have not been approved by Welgevonden management.
  - i. Make any excavation on or remove any soil from the Common Land.
  - j. Bring in and/or keep pets or livestock on the Reserve.
  - k. Establish or create any drinking points for game on the Reserve. Welgevonden management retains the right to open or close artificial drinking points for game subject to the prevailing game management strategy.
  - l. Overnight in any place other than in a recognised lodge or boma. Although overnighiting in a boma is permitted, it is not recommended, and members and their guests and/or staff do so entirely at their own risk. Overnighiting in a boma is subject to the facility being booked through the Welgevonden office.
  - m. Provide housing for any staff on the Common Land.
  - n. House or park caravans on the Common Land. Furthermore, no person is permitted to house or park any temporary accommodation, including caravans, on the Building Area except during construction.
  - o. Set up camp on a temporary or permanent basis on the Common Land.



- p. Create any disturbing noises or introduce any motorised generators or power plants or any noise making object or apparatus on the Reserve.
- q. Use bicycles or motorcycles on the Common Land.
- r. Use boats or any other floating device on any dams or rivers.
- s. Drill holes, including bore holes, on the Common Land.

## 2.17. **Infringements**

- 2.17.1. If an infringement of the Rules is noticed, politely and without attempting to embarrass the offending party, remind the perpetrator/s of the relevant Rule. In turn, if you are given such a reminder, do not argue or react aggressively. Rather ask for further explanation if you need it and then thank the person that reminded you. In this way, we can deal with infringements and inadequate knowledge in a courteous way.
- 2.17.2. If you decide that an infringement should be reported, then:
  - a. Write down who did what, where and when.
  - b. Note down the vehicle or aircraft's registration and the name/s of the perpetrator/s.
  - c. Record your name and your lodge number with a telephone contact number.
  - d. If possible, please indicate a third-party witness who can corroborate allegations.
  - e. Also, please submit any photographs that support your allegations.
  - f. Please note that infringements must not be reported verbally at the meetings held between the Welgevonden management and lodge staff.
  - g. Submit or email your written complaint to the Chief Executive.
  - h. If you consider the matter to be time critical, call the Welgevonden management on channel 6 on the radio.
- 2.17.3. Should the Welgevonden management become aware of or receive notification of an infringement to the Rules, then the representative member for the offending lodge will be notified of the complaint and will be expected to respond with an explanation.



- 2.17.4. Should a valid or reasonable explanation not be forthcoming, then the Directors consider it their duty to penalise the lodge in question. Penalties may be in the form of fines, the refusal of services and even the refusal of access to the Reserve.
- 2.17.5. If lodge staff or contractors habitually disregard these regulations, the Directors shall demand their removal from Welgevonden.
- 2.17.6. A schedule of fines is presented in Annexure B.





## ANNEXURE A: CLAUSE 7 OF THE MEMORANDUM OF INCORPORATION

*[CHANGES DUE TO CHANGE IN MOI]*

### 7. RULES

7.1 Subject to clause 7.6 and 7.7, and any restriction imposed or direction given at a general meeting of the Company, the Directors may from time to time make Rules and add to, amend or repeal or substitute such Rules. The Rules shall provide for the maintenance, control and administration of the Property and the Reserve including communication between the Company and Members. These include Rules, without in any way derogating from the generality of the foregoing, to provide for:

- 7.1.1 The procedures to be followed in obtaining the approval of the Directors for the erection of the Improvements in terms of clause 25;
- 7.1.2 The preservation of the environment, including the right to control fauna and flora and the right to prohibit and/or control the erection of fences, whether upon or within the boundaries of any Private Lodge Subdivision and the Property;
- 7.1.3 The right to prohibit, restrict or control the keeping of any animal which they regard as dangerous or a nuisance;
- 7.1.4 The conduct of any persons within the Reserve for the prevention of nuisance of any nature to any Member;
- 7.1.5 The preservation of the natural environment, game, vegetation and fauna and flora on the Property;
- 7.1.6 The use of services, entertainment and recreational areas, amenities and facilities. This includes the right to make a reasonable charge for the use thereof;
- 7.1.7 The restriction of a number of beds in any Improvement on the Private Lodge Subdivisions including restriction on the number of beds in any staff quarters on the Private Lodge Subdivisions;
- 7.1.8 For the maintenance of all Improvements, including all buildings, outbuildings, structures, improvements of any nature and landscaping within the Reserve;
- 7.1.9 Subject to the provisions to clause 12.8, the designation of any existing or future Roads as a private road or a thoroughfare road. A private road is to be used by a Member only and generally is for access from a thoroughfare road to his Building Area. A thoroughfare road by contrast is for use by all Members;



- 7.1.10 The signage to be erected by a Member indicating his Improvements or access to his Improvements;
  - 7.1.11 To make Rules and regulations regarding the use of the runways/airstrips on the Property in terms of any requirement in law or as the Directors determine;
  - 7.1.12 To make Rules for the culling of game;
  - 7.1.13 Subject to Article 28.1 to provide for the admission of further members contemplated by that clause and in terms of that clause, including without affecting the generality of the foregoing to determine the entrance fee;
  - 7.1.14 The number of staff members permitted on any Private Lodge Subdivision at any one time up to a maximum of 15 and the number of staff members permitted on the Commercial Subdivision at any one time up to a maximum of 18;
  - 7.1.15 The quantum of the fee to be levied to each Member for each staff member employed by that Member that exceeds the number of 4 at any one lodge. The Commercial Subdivision shall not be subject to such a levy; and
  - 7.1.16 Generally, for the furtherance and promotion of any of the objects of the Company and/or for the better management of the affairs of the Company and/or for the advancement of the interests of Members and/or occupants of the Reserve.
- 7.2 For the enforcement of any of the Rules made by the Directors in terms hereof, the Directors:
- 7.2.1 Shall give notice to the Member concerned requiring him to remedy such breach within such period as the Directors may determine.
  - 7.2.2 May take or cause to be taken such steps as they may consider necessary to remedy the breach of the Rule of which the Member may be guilty and charge the cost of so doing to the Member concerned as being part of his Service Charge.
  - 7.2.3 Impose a fine on the Member. In this regard the following:
    - 7.2.3.1 the fine shall be deemed to be part of the Member Service Charge;
    - 7.2.3.2 before imposing a fine the Directors shall ensure that:
      - 7.2.3.2.1 the Member in question must have notice of the complaint against him;



7.2.3.2.2 such Member shall be entitled to a reasonable opportunity to meet the complaint brought against him; and

7.2.3.2.3 the matter shall be heard by a quorum of the Directors under the chairmanship of the Chairman of the Directors;

Provided that:

7.2.3.2.4 any Director who has an interest in the complaint shall be precluded from serving on the matter for the purpose of judging such Member conduct; and

7.2.3.2.5 the Directors shall further be empowered to conduct the proceedings and make such judgments as they deem fit. The judgement shall be final and binding on Members and all Members affected thereby.

7.2.4 Take such action including proceedings in any Court or in terms of clause 26, as they may deem fit.

7.3 In the event of any breach of the Rules by the Members of any Member household or his guests or lessees or occupants or invitees such breach shall be deemed to have been committed by the Member himself. Without prejudice to the foregoing, the Directors may take or cause to be taken such steps against the person actually committing the breach as they in their discretion may deem fit.

7.4 The Company may in general meeting itself make any Rules which the Directors may make, and may in general meeting add to, amend, repeal or substitute any Rules made by it or by the Directors from time to time.

7.5 It is recorded that the Rules consist of three categories:

7.5.1 ONE - Those made by the Directors which Directors may add to, amend, repeal or substitute.

7.5.2 TWO - Those contained in clause 7.6 which may only be added to, amended, repealed or substituted by special resolution of the Members; and

7.5.3 THREE - Those contained in clause 7.7 which may not be amended or repealed.

7.5.4 Subject to the provisions contained in clause 7.5.3, rules may only be moved between categories ONE, TWO and/or THREE with at least 75% [seventy five percent] in number of the owners of Private Lodge Subdivisions voting in favour of such change.



7.6 The Rules contained in category **TWO** in terms of 7.5 are:

- 7.6.1 The Improvements on a Private Lodge Subdivision shall provide for not more than 10 [ten] beds in the Improvements on each Private Lodge Subdivision. Notwithstanding the foregoing and in the event that a Member owns 2 [two] or more Private Lodge Subdivisions then the Directors may permit such Member to erect the Improvements on only 1 [one] of such Private Lodge Subdivisions in which case such Improvements may provide for not more than 10 [ten] beds for each Private Lodge Subdivision. In other words, if a Member owns 2 [two] Private Lodge Subdivisions he shall be entitled to erect 1 [one] improvement on both Private Lodge Subdivisions which provides for not more than 20 [twenty] beds. The Directors shall ensure in granting such permission that the Member may only Alienate the Private Lodge Subdivisions as 1 [one] property and shall require that the Private Lodge Subdivisions be notarially tied. The Directors shall also be entitled to impose such further conditions as they in their discretion may determine;
- 7.6.2 The Member may not do anything to cause any fire to spread from his Private Lodge Subdivision / Commercial Subdivision to the Property;
- 7.6.3 A Member may not make any Road whatsoever. A Member may make improvements to any Road provided such improvement is treated and the procedure is followed as if it were an Improvement as defined in clause 25.1.2;
  - 7.6.3.1 The Directors have the sole discretion from time to time to indicate, by notice to Members which roads are Thoroughfare or Private roads. A Thoroughfare Road may be used by all Members. Private Roads may only be used by a Member to give him access to his Improvements. Directors have the right to determine on which route or routes any future Roads on the Reserve will be constructed provided that they reasonably take into account:
    - 7.6.3.1.1 on the one hand the reasonable interest of a Member who is an owner of a Private Lodge Subdivision, so as to have the minimum number of Roads on his Private Lodge Subdivision; and
    - 7.6.3.1.2 on the other hand the reasonable interests of a member who is an owner of a Private Lodge Subdivision to have rights of traverse on Roads over other Private Lodge Subdivisions, with a view to traversing the Reserve as a whole.



- 7.6.4 A restriction that the Member of Commercial Subdivision no. 21 on Annexure "A, may not use more than 2 (two) game viewing vehicles at any time to exercise his rights of traverse over the Property.
- 7.6.5 Subject to the conditions set out below, the owner of each Subdivision is entitled to exceed the maximum limit of guests permitted on that Subdivision at any one time by a total of 40 bed-nights during one financial year (March through February). To prevent the overutilization of resources and the risk of failure of lodge infrastructure, a maximum of 4 excess bed-nights may be used at any time. This equates to a maximum of 14 guests per Subdivision at any time. A levy payable to the Company for each of the 40 excess bed-nights consumed will be fixed by the Board on the basis of a sliding scale. Any increase in the bed-night levy shall be presented to members together with the annual estimate of expenses contemplated in clause 5.8.1. In each instance when the maximum limit of guests per Subdivision is to be exceeded, the management of the Company must receive prior written notification of the dates and numbers. Once the 40 bed-night allowance for a financial year has been consumed by any Subdivision, permission for additional guests in excess of the maximum allowance will not be granted in that financial year. Gate entries will be monitored by the Company. The owner or designated representative will be notified as soon as the 40 bed-night allowance has been consumed. Management of visitors authorised to utilise the additional bed-night allowance is the responsibility of the member and the Company accepts no responsibility for utilisation that has not been authorised by the member. This right shall in no way affect any other provisions in the Memorandum of Incorporation or in the Regulations and Code of Conduct, such as those regulating the number of passengers allowed on a game viewing vehicle;
- 7.6.6 Subject to the conditions set out below, the owner of each Subdivision is entitled to exceed the maximum limit of guests permitted on that Subdivision at any one time by up to 4 additional children under the age of 17 (seventeen) years old. To prevent the overutilization of resources and the risk of failure of lodge infrastructure, a maximum of 4 excess bed-nights may be used at any time. This equates to a maximum of 14 guests per Subdivision at any time. This maximum of 14 shall be the total of additional guests described in this clause, together with any additional guests in terms of clause 7.6.5. Children who wish to use this right must be pre-registered at the main gate of the Reserve and be issued with identification cards. Such cards shall be valid for



an extended period, but shall expire once the child no longer qualifies due to age. Children who wish to register for this right for a single visit, must be pre-registered in advance with the reserve administration and be issued with a permit, which in turn must be submitted at a gate upon entry. The board and management shall define the requirements for registration, which will include proof of age and a recent photograph. This right shall in no way affect any other provisions in the Memorandum of Incorporation or in the Regulations and Code of Conduct, such as those pertaining to bed-night levies payable per guest per bed-night; or those regulating the number of passengers allowed on a game viewing vehicle.

7.7 The Rules contained on category **THREE** are:

- 7.7.1 No fences may be erected between the Private Lodge Subdivisions and the Commercial Subdivision;
- 7.7.2 An owner of a Private Lodge Subdivision may not Alienate or transfer a Private Lodge Subdivision or any undivided share therein without the prior written consent of the Company. The Company is obliged to give such permission provided the transferee complies with clause 4.4.1; and
- 7.7.3 Notwithstanding any law, no subdivision of any of the Private Lodge Subdivisions is permitted.

7.8 The Welgevonden Game Reserve Regulations and Conduct shall be issued and updated from time to time by the Directors. Where these Rules conflict with the Memorandum of Incorporation, the Memorandum of Incorporation shall take precedence.



## ANNEXURE B: SCHEDULE OF FINES

Non-compliance with legislation will not be fined. Instead, if the WGR NPC becomes aware of an offence whereby somebody has broken the law, the offence will be reported to the South African Police or the relevant government department. Fines will therefore only be issued for transgressions of Reserve-specific rules as outlined in the table below.

Transgressions are divided into three categories of severity.

Category	Transgression	Fines	
		1 <sup>st</sup> offence	Escalation/subsequent offence*
1	Contravening arrival and departure regulations	R2000	R1000
	Contravening regulations pertaining to travelling in the Reserve		
	Contravening regulations pertaining to the number of guests on the Reserve		
	Contravening building regulations		
	Contravening the regulations pertaining to radio use		
	Contravening lodge staff regulations		
	Contravening Reserve-specific fire regulations		
2	Contravening any of the general rules	R5000	R2000
	Contravening game viewing regulations		
	Contravening regulations pertaining to walks on the Reserve		
	Contravening the reserve-specific regulations pertaining to firearms		
3	Contravening regulations pertaining to waste management	R10000	R5000
	Any transgression that endangers other people		
	Damage to or abuse of the environment		
	Injury or harm to animals		

\* Escalation of 1<sup>st</sup> offence fine for any subsequent offence in the same category in a 2-year period.

## NOTICE 15 OF 2020



**WELGEVONDEN GAME RESERVE  
BUILDING REGULATIONS  
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## 1. INTRODUCTION

This publication is directed at members who contemplate development or improvements on private lodge subdivisions in Welgevonden and at contractors performing such work.

Development or subsequent improvements may not commence without written consent from the Directors.

## 2. DEVELOPMENT LEVY

A building levy is charged for all developments and subsequent improvements that exceed a cost of R100 000.

Upon completion and before occupation of a lodge, the Directors must be provided with a site plan as built and a copy of the final contractor's certificate(s) of total building costs, which shall be used to calculate the building levy. For newly incorporated properties, the levy shall be calculated at 1% of the total building cost (exclusive of VAT) for buildings operations commenced within the first 12 months following incorporation, increasing by ½% every 12 months thereafter until the maximum of 3% is reached. For properties incorporated prior to August 2005, the levy is 3% of the total building costs incurred (exclusive of VAT). *In the event no costing is provided to the Directors for the work done the Directors agreed that a levy would be calculated as if the cost was R10,000/m<sup>2</sup> for lodge buildings and R 7,000/m<sup>2</sup> for outbuildings. [Minutes of AGM 30 July 2014]*

If members wish to occupy a lodge but are in dispute with a contractor(s), the levy paid before occupation will be calculated on the disputed final certificate or on the contract price. The levy paid in such circumstances can be adjusted when the dispute is settled and a final certificate is available.



### 3. BUILDING RESTRICTIONS

#### 3.1. PHYSICAL

Development is restricted to a 75-metre radius surrounding the position of the site peg or reference point around which the structures will be situated. Site pegs may only be moved by agreement with the Directors.

A maximum of 10 guest beds per lodge is permitted. Up to six guest bedrooms may be constructed to accommodate these beds.

Up to 4 staff beds are permitted. This number may be increased to 15 staff beds with the Directors prior written permission *[changed as per Special Resolution AGM 2018]*. An additional staff levy as defined by the Directors is payable for each staff member exceeding the number of 4.

Double storey structures are not permitted without the prior written consent of the Directors. Roof attics are not considered double storey, but the roof and chimney height must remain within the 12 metre limit (see **Height** below).

The erection of any structure in a riverbed is not permitted.

Only blasting approved in writing by the Directors may be carried out.

#### 3.2. HEIGHT

The height of any structure including chimneys may not exceed 12 metres above the original ground level, measured perpendicular to any point.

No part of the structure may break the surrounding skyline.

#### 3.3. LIGHTS

Lights may not shine outwards from sites in a way that can disturb other members either while driving on the Reserve or while on their sites.



### 3.4. BUILDING MATERIAL & GENERAL APPEARANCE

Chimneystacks and all exterior walls should be clad in stone or painted in a colour approved by the Directors. The use of face-brick is not permitted.

All buildings should have a pitched thatch roof overall, save in circumstances where the Directors have approved the erection of a balcony, or lookout deck. The coping of the thatch should be painted in either black or a colour approved by the Directors.

No walls around private lodge sub-divisions or lodges themselves are permitted.

All door and window exteriors must be of natural unpainted wood.

Fencing, including electrified fencing, around lodges is permitted within a 100metre radius from the site peg. Such fencing should be shown on the site plan and approved by the Directors.

A concrete slab with sufficient capacity to hold a 10,000litre cylindrical plastic water tank must be laid for each water tank to be installed at the site. Water tanks should be protected with electric fencing.

Water features such as swimming pools, watering holes, etc., must either be fenced in or constructed in such a manner that it either ensures that an animal cannot fall in, or that any animal that does fall in is able to walk out. This can be done either by raising the feature off the ground or creating a slope of no greater than one in fifteen inside the water feature.

The Directors must approve the colour of swimming pools dams and water features.



#### **4. WASTE MANAGEMENT**

In the first half of 2001, the Building sub-committee of the Company undertook a major review of the approach and regulations relating to waste management. While the initial focus was on the appropriateness of existing regulations relating to sewage systems, a broad review of all aspects of waste management was done. Members are encouraged to review existing waste management installations and implement these regulations in mind when maintenance or upgrades are considered. Mr E. R. Painting of Mothopo Technologies is recognised for his input in establishing the new guidelines.

##### **4.1. OVERVIEW**

Lodges produce solid wastes, sewage and other effluents (from wash bays, swimming pool backwash, etc.). The Company's objective is to minimise pollution from any of these sources so as to protect the integrity of the Welgevonden ecosystem.

The Company therefore encourages practices that will mitigate the potential sources of pollution and has embraced the water quality guidelines of the Department of Water Affairs and Forestry (1996) for waste management systems. The Company shall measure the effectiveness of effluent treatment systems against these guidelines.

The fundamental approach should entail the following practices:

- Minimise the production of waste in the first place;
- Separate waste at source to make recycling, treatment and disposal practically possible;
- Recycle waste where possible;
- Treat waste that cannot be recycled; and
- Dispose of what remains in an appropriate way.

Following from the above it is clear that a holistic approach should be adopted which takes each lodge's specific functional behaviour into account. The primary considerations at Welgevonden are wastes produced from:

- Excessive use – i.e. exorbitant water consumption resulting from inappropriate dispensing systems or poor awareness in users;



- Everyday human behaviour – i.e. food preparation, packaging, human waste (sewage), ash, etc.

Ways of producing less sewage should be contemplated. This can be accomplished by:

- Using less water where effluent is produced:  
Using less water for flushing. Various products are available that use less water to flush and that offer dual flushing systems – half of full flush.  
Using tap aerators which reduce flows at basins to 6 l/min.  
Using shower heads that provide constant low flow rates irrespective of the pressure.  
Ensuring effective backwash requirements for pool filters, proper filtration designs with effective pool reticulation.
- Separating waste streams at source\_  
Much of the kitchen fats and oils, for example, must be separated in the kitchen rather than disposal into the drain and considered as a solid waste.  
Bio-friendly soaps and detergents for laundry and general cleaning must be used to limit the effects on bio-organisms present in the treatment system.  
Appropriate algacides and sterilization agents for swimming pools and water features must be used.
- Ensuring storm water runoff does not enter the sewers at any point.
- Ensuring leaks are detected and repaired as early as possible - this means that an effective environmental management system needs to be in place that tracks water received (similar to water bought) and water used in each bathroom, kitchens and other points (similar to water sold). Of importance here is the quality of the water source - water hardness and aggressiveness are typical properties that affect pipes and the proper functioning of valves and other water controlling devices.



#### 4.2. LEGAL REQUIREMENTS

The two most important pieces of legislation dealing with building drainage and sewage effluent are:

- Uniformity in the law relating to the erection of buildings (the National Building Regulations and Building Standards Act 103 of 1977).

In particular Part P: Drainage of the SABS 400-1990 (South African Standard Code of Practice for the application of the National Building Regulations) is important in relation to proper drainage of sewage from buildings.

- Water resource quality guidelines (National Water Act 36 of 1998) and the South African Water Quality Guidelines (Department of Water Affairs and Forestry, 1996).

Other important legislation and so-called soft laws are also of relevance.

Any effluent discharged into the natural environment must comply with certain standards. This requirement is spelt out in the National Water Act No. 36 of 1998 (section 151) and supported by the South African Water Quality Guidelines (Department of Water Affairs and Forestry, 1996).

This legislation prescribes in Section 19, that: “a person in control of land, or a person who occupies or uses the land on which ...any activity ... which causes, has caused or is likely to cause pollution of a water resource, must take all reasonable measures to prevent any such pollution from occurring, continuing or recurring”.

The standard to which any effluent must comply depends on the use of the water resource at the point of discharge (fitness of water for use). In this case, the fitness for use may be defined as the fitness for use and for the protection of the health and integrity of aquatic systems (South African Water Quality Guidelines: Volume 7: Aquatic ecosystems).



#### 4.3. EFFLUENT TREATMENT

Having produced the effluent (while minimised) this effluent needs to be treated to a quality conforming to the requirements of the Department of Water Affairs and Forestry (1996). –Sewage treatment typically involves three main processes:

- Primary - Removal of the heaviest solid material from sewage. Typically this would involve passing sewage through screens that trap the largest pieces of matter, and then through a grit channel where heavy inorganic matter such as sand settles. Sewage then flows to a primary sedimentation tank or settling tank where much of the suspended solids sink to the bottom of this tank and form sludge. Grease often floats to the surface. This treatment removes approximately 50 per cent of suspended solids and bacteria and about 30 per cent of organic wastes.
- Secondary - Removal of solids and oxygen-consuming wastes remaining in the sewage after it has undergone primary treatment. The most common methods of secondary treatment are 1) the activated sludge process and 2) the trickling filtration (biological filtration) process. About 85 per cent of the solids and oxygen-consuming wastes are removed at this stage. The activated sludge process is one in which air is injected into a tank containing the effluent, the useful bacteria move through the liquid and change the organic matter into less harmful substances. This effluent is then settled through a sedimentation tank.
- Tertiary - After both primary and secondary treatment, effluent quality can be further improved through a tertiary treatment process which really depends on the quality of the influent sewage (chemical treatment such as chlorination, microscopic screening, radiation treatment, storage in ponds).

A typical effluent treatment system would therefore include the following components:

- Sludge interceptor and settling tank (septic tank)
- Biological filter system
- Constructed wetland system for effluent polishing
- Sludge treatment and disposal system

All these components would need to be designed to the specific requirements of each lodge and the local environment in which each lodge has been placed.



Rural sewage treatment systems usually involve the use of septic tanks with soakaways (French drains). Typically, sewage flows into a septic tank where solids in the sewage settle to the bottom of the tank or float to the top of the tank as scum. The clear effluent (supernatant) then flows into a soakaway system consisting of slotted pipes and porous media such as rocks and soil where bacteria destroy the remaining organic material in the effluent.

Guidelines are available with recommended parameters for the design of septic tank/soakaway systems (Franceys et al, 1992; The Water Institute of southern Africa, 1988; Building Technology, CSIR, 1972; de Villiers, D.C. 1987).

Effluent discharged from a treatment system shall comply with the resource quality guidelines (National Water Act 36 of 1998) and the relevant sections of South African Water Quality Guidelines (Department of Water Affairs and Forestry, 1996).

Soakaways may not be installed within the 50year flood line or within 50 metres of any watercourse or drainage way.

All components of an effluent treatment system installed outside perimeter fence of any lodge must be sufficiently protected against possible damage from wild animals such as elephant, rhino and buffalo.

#### **4.4. SANITATION GUIDELINES**

Waste disposal plans must be submitted to the Directors for approval as part of building plans.

A Director or appointee must inspect constructed sewage systems such as septic tanks, French drains and grease traps and approve them in writing before they are closed.

All sewerage and drainage systems must comply with the National Building Regulations, with specific reference to Government Notice R 1875 dated 31 August 1979 and as detailed in Part P: Drainage, of the SABS Code of Practice for the application of the National Building Regulations (SABS 0400-1990)





All materials used must comply with the relevant SABS specifications:

- uPVC pressure pipes and fittings - SABS 966
- uPVC vent and drainage pipes and fittings - SABS 967
- uPVC soil pipes and fittings - SABS 791
- HDPE pipes and fittings - SABS 533
- Polypropylene pressure pipes - SABS 1315
- Cast iron - SABS 746
- Steel pipes - SABS 62
- Copper tubing - SABS 460
- Brass valves - SABS 776
- Brass fittings - SABS 1067
- Malleable cast iron fittings - SABS 509

Installation must comply with the relevant SABS 1200 specifications, including:

- SABS 1200 DA - Earthworks (small works)
- SABS 1200 DB - Earthworks (pipe trenches)
- SABS 1200 GA - Concrete (small works)
- SABS 1200 L - Medium pressure pipelines SABS 1200 LB - Bedding (pipes) SABS 1200 LD - Sewers

Approved grease traps must be installed at all kitchen waste outlets.

Any sewage pumping system must be installed with an approved back-up system. Such systems may include:

- Stand-by pumps with hour meters
- Back-up electrical generator in case of ESKOM power failure
- Alarm system connected to the manager's office to warn the lodge manager of any pump's inability to empty sewage from any tank.



#### **4.5. OPERATION, MAINTENANCE AND MONITORING**

It is incumbent upon Lodge owners to satisfy the Directors that the effluent treatment system installed at that particular lodge satisfies this legislation. To this end inspection data at each Lodge must be available to the Directors, including:

- sludge build up rates in any septic tank;
- effluent build-up rates in any soakaway (French drain); and
- quality of effluent from the system.

Septic tanks must be accessible to vehicles for the removal of sludge build-up.

The Company shall conduct annual periodic tests to establish the functioning of systems. If a system is found to operate outside the required levels, immediate steps must be taken to rectify the problem, after which monthly tests shall be carried out until the system operates satisfactorily.

The costs of these tests shall be borne by the Member.

### **5. APPROVAL PROCESS**

Before any building construction or improvement may begin, detailed plans must be submitted to the Directors for approval.

#### **5.1. PLANS**

Plans must be submitted to the Directors for approval together with the signed Letter of Compliance provided by the Directors. Plans must be to scale and illustrate the following:

- The 75-metre radius surrounding the position of the site peg or reference point around which the structures will be situated;
- A detailed site plan;
- Detailed plans of all buildings to be erected;
- The design and locations of the sewage treatment system, including grease traps and septic tanks. A maintenance plan appropriate for the treatment system must be submitted with these design plans of the sewage system. The sewage system design must be approved by one of the WGR NPC's sewage consultants;
- A line indicating the 50-metre point from any river, stream or seepage;
- The physical distance between all buildings;



- An elevation plan that includes a clear indication of the highest point above natural ground level measured perpendicular to the base at that point;
- A fence plan, showing the 100metre radius from the site peg;
- External lights; and
- Helipad position and design.

## 5.2. SITE INSPECTION

Before any construction may begin, a member of the Directors or management will inspect the site to confirm compliance with the regulations.

Before such an inspection, the outline of all buildings on the submitted plans must be clearly marked on the site.

To determine compliance with the height restrictions and effects on the skyline, a pole measuring 12 metres in height must be erected at the highest point of each proposed structure.

If the site inspection results in changes that require, in the Directors' opinion, further inspections, the Directors reserve the right to charge a fee and recover the costs associated with such additional inspections.

At any time during or after construction a member of the Directors or Welgevonden management may inspect the site to ensure compliance with regulations. All construction must immediately cease when a member is informed of non-compliance until the non-compliance has been resolved to the satisfaction of the Directors.



## 6. BUILDING CONTRACTORS

A member may appoint builders approved from time to time by the Directors.

Contractors enter Welgevonden at their own risk and must at all times carry an ID document issued by the Reserve. Contractors found without a valid Welgevonden ID shall be removed at the contractor's expense. These ID documents must be returned to the management when contractors have completed their work or when employees leave the employment of the contractor

Trucks of up to 8-tons, single axle may travel on the Reserve. Materials may be delivered with larger trucks to areas allocated at gates, by prior arrangement with the Reserve management. The safekeeping, cleaning, control and protection of materials at these allocated are the responsibility of the contractor.

During the wet season, trucks may be prevented from travelling on Reserve roads to limit road damage. Contractors may stockpile materials at building sites during the dry months to prevent delays.

Contractors and all delivery vehicles are restricted to the use of roads allocated by the Reserve management and may only stop at gates or construction sites, except when giving way for other vehicles to pass. Reserve and game viewing vehicles always have right of way. Contractors are responsible for the actions of their own staff, sub-contractors' staff and delivery services on their behalf.

Contractors must be familiar with the regulations regarding firearms. Contractors may not be in possession of rifles of any calibre (including airguns). Handguns must be declared at the entrance gate or with the *Security Manager at the Main Gate* together with the firearm licence. Such firearms must at all times be in an appropriate holster or bag and may not be left unattended by the owner [changed due to operational changes].

Contractors **must provide:**

- A water container with a capacity of no less than 6,000 litres
- One toilet for every twenty workers;
- Fuel for pumps, generators and vehicles;
- A designated and secured area for open fires;



- On request, proof of purchase of any fresh meat brought onto the Reserve; and
- Refuse bins (Refuse must be separated according to the Reserve regulations);

Contractors **may not**:

- Use sedan vehicles on the reserve;
- Travel on the reserve roads between 18:00 and 06:00;
- Remain on the reserve over a weekend or on public holidays unless they are working and then only with prior written permission from the Reserve management;
- Walk outside the immediate area of the site under development;
- Disturb any form of wildlife. Animals may not be fed. Plants may not be picked, cut, uprooted or damaged;
- Gather firewood anywhere in Welgevonden. *Firewood needs to be bought in from outside the Reserve [changed due to operation changes];*
- Take soil or fill from the Reserve; or
- Have any domestic pets on the Reserve;

Contractors must remove all building rubble from the site and stockpile areas. Permission may be sought from the Welgevonden management to fill borrow pits.

## 7. REGULATIONS AND CODE OF CONDUCT

Contractors are required to familiarise themselves with the Welgevonden **Regulations and Code of Conduct**. Non-compliance with the provisions of that publication can be dangerous. The Directors consider it their duty to penalise those who do not comply with the contents of this publication and with the **Regulations and Code of Conduct**.

Members shall ultimately be held responsible for the conduct and actions of their contractors and should make certain that the appropriate procedures are in place at their lodge to ensure awareness and compliance with the contents of this publication

Penalties may be in the form of fines, the refusal of services and even the refusal of access to the Reserve. If contractors habitually disregard these regulations, the Directors shall demand their removal from Welgevonden.



Building sites are regularly inspected and contracting staff who transgress will be removed from the Reserve. Transgressions such as the possession of, or trading in, drugs shall be reported to the SAPS for prosecution.

## 8. CONTACT INFORMATION

### **Welgevonden Game Reserve NPC**

Reg. no. 1993/04923/08; VAT reg. no. 4100139692

#### **Reserve:**

[info@welgevonden.org](mailto:info@welgevonden.org)

P.O. Box 433, Vaalwater, 0530, Republic of South Africa.

Tel: 087 813 0501, Fax: 086 501 8400

#### **Building Committee**

#### **Attention of the CEO**

[info@welgevonden.org](mailto:info@welgevonden.org) or sent directly to the CEO

Tel: 087 813 0501



## 9. APPENDICES

### UNDERTAKING OF COMPLIANCE FOR BUILDING CONTRACTORS

We acknowledge that we are fully aware of Welgevonden Game Reserve's **Building Regulations and Regulations and Code of Conduct**. We understand that the Welgevonden management reserves the right to take any disciplinary action it deems appropriate should any of the regulations not be complied with and that such actions may take the form of a fine or expulsion of contractors from the Reserve.

We undertake to pay any fines imposed by the management.

We warrant that we are authorised to make this undertaking on behalf of the main contractor and the Welgevonden member respectively.

Please complete in block capitals:

Contracting Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ Code: \_\_\_\_\_

Contact numbers: Tel: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Cell: (\_\_\_\_) \_\_\_\_\_ E-mail: \_\_\_\_\_

Site name/number: \_\_\_\_\_

Name of Contractor: \_\_\_\_\_

Contractor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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**PROCLAMATION • PROKLAMASIE**

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**PROCLAMATION 2 OF 2020****PROCLAMATION 2/20  
BELA BELA LOCAL MUNICIPALITY  
AMENDMENT SCHEME 114/08**

It is hereby notified that the Waterberg District Municipal Planning Tribunal, in terms of Section 40(7)(a) and Section 43 (1) of the Spatial Planning and Land Use Management Act, 2013 (Act No 16/2013) read together with Section 51(1) of the Bela Bela Local Municipality Spatial Planning and Land Use Management By-Law, has approved the amendment of the Bela Bela Land Use Scheme 2008, by the rezoning from "Residential 1" to "Residential 3" to make provision for a guesthouse with an annexure to make provision for ancillary uses on Erf 79, Warmbaths, Bela Bela. Map 3 and the scheme clauses of the amendment scheme are filed with the Municipal Manager of Bela Bela Municipality and are open for inspection during normal office hours of the Municipal Offices, Bela Bela. This amendment is known as Bela Bela Amendment Scheme 114/08 and shall come into operation on the date of publication of this notice.

**MR. S.M MAKHUBELA, MUNICIPAL MANAGER, Municipal Offices Chris Hani Street, Bela Bela, 0480**

**PROKLAMASIE 2/20  
BELA BELA PLAASLIKE MUNISIPALITEIT  
WYSIGINGSKEMA 114/08**

Hiermee word bekend gemaak dat die Waterberg Distrik Munisipaliteit Beplannings Tribunaal in terme van Artikel 40(7)(a) en Artikel 43(1) van die Ruimtelike Beplanning en Grondgebruikbeheer Wet 2013 (Wet 16/2013) gelees saam met Artikel 51(1) van die Bela Bela Plaaslike Munisipaliteit Ruimtelike Beplanning en Grondgebruikbeheer Verordeninge, 2017 die wysiging van die Bela Bela Grondgebruikbeheer, 2008 goedgekeur het, synde die hersonering vanaf "Residensieel 1" na "Residensieel 3" om voorsiening te maak vir 'n gastehuis met 'n bylaag om voorsiening te maak vir verwante gebruike, op Erf 79, Warmbad, Bela Bela. Kaart 3 en Skemaklousules van hierdie wysiging word deur die Munisipale Bestuurder van Bela Bela Plaaslike Munisipaliteit in bewaring gehou en is beskikbaar ter insae tydens gewone kantoor ure. Hierdie wysigingskema staan bekend as Bela Bela Plaaslike Munisipaliteit Wysigingskema 114/08 en tree op datum van publikasie van hierdie kennisgewing in werking.

**MR S.M. MAKHUBELA, MUNISIPALE BESTUURDER, Munisipale kanrore, Chris Hanistraat, Bela Bela, 0480**

**PROCLAMATION 3/20  
BELA BELA LOCAL MUNICIPALITY  
AMENDMENT SCHEME 119/08**

It is hereby notified that the Waterberg District Municipal Planning Tribunal, in terms of Section 40(7)(a) and Section 43 (1) of the Spatial Planning and Land Use Management Act, 2013 (Act No 16/2013) read together with Section 51(1) of the Bela Bela Local Municipality Spatial Planning and Land Use Management By-Law, has approved the amendment of the Bela Bela Land Use Scheme 2008, by the rezoning from "Residential 3" to "Business 1" to make provision for a shop and dwelling unit/s on Erf 442, Warmbaths, Bela Bela. Map 3 and the scheme clauses of the amendment scheme are filed with the Municipal Manager of Bela Bela Municipality and are open for inspection during normal office hours of the Municipal Offices, Bela Bela. This amendment is known as Bela Bela Amendment Scheme 119/08 and shall come into operation on the date of publication of this notice.

**MR. S.M MAKHUBELA, MUNICIPAL MANAGER, Municipal Offices Chris Hani Street, Bela Bela, 0480**

**PROKLAMASIE 3/20  
BELA BELA PLAASLIKE MUNISIPALITEIT  
WYSIGINGSKEMA 119/08**

Hiermee word bekend gemaak dat die Waterberg Distrik Munisipaliteit Beplannings Tribunaal in terme van Artikel 40(7)(a) en Artikel 43(1) van die Ruimtelike Beplanning en Grondgebruikbeheer Wet 2013 (Wet 16/2013) gelees saam met Artikel 51(1) van die Bela Bela Plaaslike Munisipaliteit Ruimtelike Beplanning en Grondgebruikbeheer Verordeninge, 2017 die wysiging van die Bela Bela Grondgebruikbeheer, 2008 goedgekeur het, synde die hersonering vanaf "Residensieel 3" na "Besigheid 1" om voorsiening te maak vir 'n winkel en wooneenhede op Erf 442, Warmbaths, Bela Bela. Kaart 3 en Skemaklousules van hierdie wysiging word deur die Munisipale Bestuurder van Bela Bela Plaaslike Munisipaliteit in bewaring gehou en is beskikbaar ter insae tydens gewone kantoor ure. Hierdie wysigingskema staan bekend as Bela Bela Plaaslike Munisipaliteit Wysigingskema 114/08 en tree op datum van publikasie van hierdie kennisgewing in werking.

**MR S.M. MAKHUBELA, MUNISIPALE BESTUURDER, Munisipale kanrore, Chris Hanistraat, Bela Bela, 0480**



## PROVINCIAL NOTICES • PROVINSIALE KENNISGEWINGS

## PROVINCIAL NOTICE 9 OF 2020

**GREATER GIYANI MUNICIPALITY****VALUATION ROLL FOR THE PERIOD 1 JULY 2020 TO 30 JUNE 2025****NOTICE FOR INSPECTION OF THE GENERAL VALUATION ROLL FOR 2020-2025  
FINANCIAL YEARS AND LODGING OF OBJECTIONS**

Notice is hereby given in terms of Section 49 (1)(a)(i) of the Local Government: Municipal Property Rates Act, 2004 (Act No. 6 of 2004), hereinafter referred to as the "Act", that the general valuation roll for the Financial Years 01 July 2020 to 30 June 2025 is open for public inspection at the Municipal Offices (Office no. 07), on Mondays to Fridays, during office hours 07:00 to 16:00 from **10 February 2020 to 10 April 2020**.

In addition, the valuation roll is available at website: [www.greatergiyani.gov.za](http://www.greatergiyani.gov.za)

An invitation is hereby made in terms of section 49(1)(a)(ii) of the Act that any owner of property or other person who so desires should lodge an objection with the municipal manager in respect of any matter reflected in, or omitted from, the valuation roll within the above-mentioned period. Attention is specifically drawn to the fact that in terms of section 50(2) of the Act an objection must be in relation to a specific individual property and not against the valuation roll as such. The form for the lodging of an objection is obtainable from the listed Municipal Offices (Office no. 07), or website [www.greatergiyani.gov.za](http://www.greatergiyani.gov.za)

The completed objection forms must be returned **by hand** to the Municipal Office where account is held.

Kindly bring along your Section 49 notice when submitting your objection, as this will expedite the submission process.

**No** form of electronic submission will be accepted. **CLOSING DATE FOR OBJECTIONS IS 16:00 ON FRIDAY 10 April 2020. No** late objections will be accepted.

CHAUKE M.M

MUNICIPAL MANAGER

Private Bag X 9559, GIYANI, 0826, Tel. (015) 811 5500

## PROVINCIAL NOTICE 10 OF 2020

**GREATER GIYANI MUNICIPALITY****VALUATION ROLL FOR THE PERIOD 1 JULY 2020 TO 30 JUNE 2025****NOTICE FOR INSPECTION OF THE GENERAL VALUATION ROLL FOR 2020-2025  
FINANCIAL YEARS AND LODGING OF OBJECTIONS**

Notice is hereby given in terms of Section 49 (1)(a)(i) of the Local Government: Municipal Property Rates Act, 2004 (Act No. 6 of 2004), hereinafter referred to as the "Act", that the general valuation roll for the Financial Years 01 July 2020 to 30 June 2025 is open for public inspection at the Municipal Offices (Office no. 07), on Mondays to Fridays, during office hours 07:00 to 16:00 from **10 February 2020 to 10 April 2020**.

In addition, the valuation roll is available at website: [www.greatergiyani.gov.za](http://www.greatergiyani.gov.za)

An invitation is hereby made in terms of section 49(1)(a)(ii) of the Act that any owner of property or other person who so desires should lodge an objection with the municipal manager in respect of any matter reflected in, or omitted from, the valuation roll within the above-mentioned period. Attention is specifically drawn to the fact that in terms of section 50(2) of the Act an objection must be in relation to a specific individual property and not against the valuation roll as such. The form for the lodging of an objection is obtainable from the listed Municipal Offices (Office no. 07), or website [www.greatergiyani.gov.za](http://www.greatergiyani.gov.za)

The completed objection forms must be returned **by hand** to the Municipal Office where account is held.

Kindly bring along your Section 49 notice when submitting your objection, as this will expedite the submission process.

**No** form of electronic submission will be accepted. **CLOSING DATE FOR OBJECTIONS IS 16:00 ON FRIDAY 10 April 2020. No** late objections will be accepted.

CHAUKE M.M

MUNICIPAL MANAGER

Private Bag X 9559, GIYANI, 0826, Tel. (015) 811 5500

**PROVINCIAL NOTICE 11 OF 2020****NOTICE IN TERMS OF SECTION 95(1)(a) FOR A REZONING APPLICATION IN TERMS OF SECTION 61 OF THE POLOKWANE MUNICIPAL PLANNING BY-LAW, 2017, SIMULTANEOUSLY WITH THE RELAXATION OF BUILDING LINES IN TERMS OF CLAUSE 33 OF THE POLOKWANE/PERSKEBULT TOWN PLANNING SCHEME, 2016, AND THE REMOVAL OF TITLE RESTRICTION IN TERMS OF SECTION 62 OF THE POLOKWANE MUNICIPAL BY-LAWS, 2017 (AMENDMENT SCHEME NO.A/S 221)**

I, Julia Mmaphuti Nare of Nhlatse Planning Consultants, being the authorised agent of the owner of Erf 1252 Seshego-D, hereby give notice in terms of section 95(1)(a) of the Polokwane Municipal Planning By-law, 2017, that I have applied to Polokwane Municipality for the rezoning, from "Residential 1" to "Special" for a "Pub and Grill", in terms of Section 61 of the Polokwane Municipal Planning By-Law, 2017, Simultaneously with the Relaxation of Building Lines in terms of Clause 33 of the Polokwane/Perskebult Town Planning Scheme, 2016, and the Removal of title condition (1) in terms of Section 62 of the Polokwane Municipal By-Laws, 2017 from title deed TG1175/88.

Any objection(s) and/or comment(s), including the grounds for such objection(s) and/or comment(s) with full contact details, without which the Municipality cannot correspond with the person or body submitting the objection(s) and/or comment(s), shall be lodged with, or made in writing to: Manager: City Planning and Property Management, PO Box 111, Polokwane, 0700 for a period of 28 days from 7 February 2020.

Particulars of the application will lie for inspection during normal office hours at the Office of the Manager: City Planning and Property Management, second Floor West Wing Civic Centre, Landros Mare Street Polokwane for a period of 28 days from the first date of publication of the notice.

Address of applicant (Physical as well as postal address): Nhlatse Planning Consultants, P.O. Box 4865, Polokwane, 0699. Tel.: 082 558 7739/015 297 8673

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**TSEBISHO GO YA KA KAROLO 95(1)(a) MELAWANA YA MASEPALA WA POLOKWANE YA 2017 MABAPI LE REZONING GO YA KA KAROLO 61 YA MELAWANA YA MASEPALA WA POLOKWANE YA 2017, GAPE LE GO FETOLA MO MOTHALO WA GO DUMELELA MEAGO GORE E GOME GONA, GO YA KA CLAUSE 33 YA POLOKWANE PERSKEBULT/TOWN PLANNING SCHEME, 2016, LE GO NTSA KGATELELO GO YA KA KAROLO 62 YA MELAWANA YA MASEPALA WA POLOKWANE YA, 2017 (AMENDMENT SCHEME NO.A/S 221)**

Nna, Julia Mmaphuti Nare wa Nhlatse Planning Consultant bjale ke le moemedi wa mong wa Erf 1252 Seshego-D, go ya ka karolo 95(1)(a) ya Melawana ya Masepala wa Polokwane ya 2017, ke fana ka tsebiso gore ke dirile kgopelo go fetola (ka rezoning) Erf 1252 Seshego-D go tloga go "Bodulo" go ya go "Special" go sumiswa bjale ka lefelo la dino le bojelo, mmogo le kgopelo go fetola mo mothalo wa go dumelela meago gore e gome gona. Kgopelo gape e dirilwe go masepala wa Polokwane go ntsa kgatelelo ya bo (1) ka gare ga Title deed TG1175/88.

Kgopelo le ditokomane tsa maleba dika lekolwa kantorong ya molaodi, diterelong tsa "Town Planning" tsa Masepala wa Polokwane, 2<sup>nd</sup> floor west wing, Landros Mare go lekana nako ye e kabago matsatsi a 28 go tloga ka la di 7 February 2020.

Dikganetso go kgopelwa di ka dirwa kago ngwalela molaodi wa masepala mo atereseng yeo elaeditswego ka godimo goba go, Masepala wa Polokwane, P O Box 111, Polokwane, 0700 go lekana nako ye e kabago matsatsi a masomepedi seswai go tloga ka di 7 February 2020.

Aterese ya agente e e dumeletswego: Nhlatse Planning Consultants, P O Box 4865, Polokwane, 0699 nomoro ya kantoro: (015) 297 8673 nomoro ya mogala: 082 558 7739

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**PROVINCIAL NOTICE 12 OF 2020**

**AMENDMENT OF THE COLLINS CHABANE SPATIAL PLANNING, LAND DEVELOPMENT AND LAND USE MANAGEMENT BY-LAW 2019 BY REZONING THE PROPOSED SUBDIVIDED PORTION, PORTION 23 OF THE FARM MOLENJE 204-LT IN TERMS OF CHAPTER 5 SECTION 64 OF THE COLLINS CHABANE LOCAL MUNICIPAL SPATIAL PLANNING AND LAND USE MANAGEMENT BY-LAW, 2019.**

**AMENDMENT SCHEME NUMBER 54**

I, **Fumani Mathebula** of **Ngoti Development Consultants**, being the authorized agent of the owner of **Portion 23 of the Farm Molenje 204-LT** hereby give notice in terms of Section 61(1) of the Collins Chabane Spatial Planning, Land Development and Land Use Management, 2019, that I have applied to the Collins Chabane Municipality for the amendment of the Collins Chabane Land Use Scheme, 2019 in operation by the rezoning of the property described above, situated at **Dovheni Village** from **“Agricultural”** to **“Education”**.

Particulars of the application will lie for inspection during normal office hours at the Director Development Planning office, C001, first-floor Civic Centre or Town Planning office, first-floor Civic Centre, for a period of 28 days from the **07<sup>th</sup> of February 2020**.

Objections to or representations in respect of the application must be lodged with or made in writing and hand-delivered to the above-mentioned offices or posted to the Municipal Manager, Collins Chabane Municipality, Private Bag X2596, COLLINS CHABANE. 0920 within a period of 28 days from the **07<sup>th</sup> of February 2020**.

**Address of authorized agent:****NGOTI DEVELOPMENT CONSULTANTS**

**Fearie Glen 06 Eros Road, Boardwalk Office Park, Block 9, Unit 2**

**Telephone No: 012 770 4022**

**Dates of the notices:**

Provincial Gazette and Limpopo Mirror Newspaper: **07<sup>th</sup> of February 2020 & 14<sup>th</sup> February 2020**

**U LANGULISWA HA TSHIKIMU TSHA COLLINS CHABANE LOCAL MUNICIPAL SPATIAL PLANNING AND LAND USE MANAGEMENT BY-LAW, 2019 NGA U SHANDUKISWA HA MAVU A TSHIPIDA TSHA 23 TSHA BULASI YA MOLENJE 204 NGA U SHUMISWA HA MULAYO WA COLLINS CHABANE LOCAL MUNICIPAL SPATIAL PLANNING AND LAND USE MANAGEMENT BY-LAW, 2019 CHAPTER 5 SECTION 64.**

Nne **Fumani Mathebula** wa **Ngoti Development Consultants** sa dzhendedzi lire mulayoni la **Portion 23 ya Bulasi Molenje 204-LT** ndi khou vha divhadza nga khumbelo yo itiwaho kha masipala wa Collins Chabane malugana na u shandukiswa ha tshitensi yo bulwaho tshine tsha wanala la kusi lwa **Dovheni Village** u bva kha **“Agricultural”** uya kha **“Education”**.

Vhane vha takalela u vhala ngaha khumbelo iyi na manwalo a yelanaho nayo, vha nga awana ofisini ya minidzhere muhulwane: wa ku dzudzanyele na mvelaphanda, C001 kha luta lwa u thoma lwa civic center. Manwalo ayo ado wanala lwa tshifhinga tshi edanaho maduvha a fumbili malo (28) ubva nga duvha la u thoma la u andadziwa ha heyi khumbelo la **07 February 2020**.

Vhane vhavha na mbilaelo malugana na iyi khumbelo vha nwalele minidzhere wa masipala wa Collins Chabane kha diresi l tevhelaho: Private Bag X2596, Collins Chabane, 0920. Mbilaelo dzido tangedziwa lwa maduvha a fumbili malo (28) ubva ha duvha la u thoma la u andadziwa ha iyi khumbelo la **07 February 2020**.

Diresi la dzhendedzi lire mulayoni malugana na iyi khumbelo:

**NGOTI DEVELOPMENT CONSULTANTS**

**Fearie Glen, 06 Eros Road, Boardwalk Office Park, Block 9, Unit 2, 0083.**

**Telephone: 012 770 4022 / 072 573 2390.**

Provincial Gazette and Limpopo Mirror Newspaper: **07 February 2020 & 14 February 2020**

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**LOCAL AUTHORITY NOTICES • PLAASLIKE OWERHEIDS KENNISGEWINGS**

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**LOCAL AUTHORITY NOTICE 14 OF 2020**

NOTICE IN TERMS OF SECTION 63 OF THE SPATIAL PLANNING, LAND DEVELOPMENT AND LAND USE  
MANAGEMENT BY-LAW OF THE MAKHADO LOCAL MUNICIPALITY, 2016  
MAKHADO AMENDMENT SCHEME 322, 323, 325, 326, 337 & 338

Notice is hereby given in terms of Section 63, read with the provisions of Chapter 6 of the Spatial Planning, Land Development and Land Use Management By-Law of the Makhado Local Municipality, 2016 that I, Derick Peacock, the authorized agent of Manupont 124 (Pty) Ltd, intend applying to the Makhado Local Municipality for the amendment of the Makhado Land Use Scheme, 2009 by the rezoning of parts of Remainder Bekaf 650 MS, Pienaar 624 MS, Koschade 657 MS, Qualipan 655 MS, Mutamba 668 MS and Wilhelm 801 MS, located east and west of the N1 and about 30 km north of Louis Trichardt town.

The land is zoned "Agriculture" in terms of the Makhado Land Use Scheme, 2009. Application is made to rezone parts of the abovementioned properties to "Special" for the formalizing of the existing tourism accommodation and related uses.

Plans and/or particulars relating to the application may be inspected during office hours at the office of the Director Development Planning, Office C001, Makhado Civic Centre, for a period of 30 days from 7 February 2020.

Physical address: 83 Krogh street, Makhado Postal address: Private Bag X2596, Makhado, 0920

Any person having any objection to the granting of this application must lodge such objection (including the grounds for such objection) in writing, with the Municipal Manager, Makhado Local Municipality, at the abovementioned address as well as to the undersigned agent not later than 9 March 2020.

Any person that is unable to write, will be assisted by the responsible official during normal office hours at the abovementioned address.

Responsible official: Tahulela Musandiwa, Telephone 015 519 3285

Authorised Agent: Derick Peacock Associates, Town & Regional Planners/Resort & Leisure Planners

Postal Address: PO Box 11352, Silver Lakes, Pretoria 0054. Cell no: 082 414 3655.

Email: [dpasso@telkomsa.net](mailto:dpasso@telkomsa.net)

**PLAASLIKE OWERHEID KENNISGEWING 14 VAN 2020**

KENNISGEWING VAN AANSOEK IN TERME VAN ARTIKEL 63 VAN DIE RUIMTELIKE BEPLANNING, GRONDONTWIKKELING EN GRONDGEBRUIKSBESTUUR BYWET VAN DIE MAKHADO PLAASLIKE MUNISIPALITEIT, 2016  
MAKHADO WYSIGINGSKEMA 322, 323, 325, 326, 337 & 338

Kennis geskied hiermee in terme van Artikel 63 saamgelees met die bepalings van Hoofstuk 6 van die Ruimtelike Beplanning, Grond Ontwikkeling en Grondgebruiksbestuur Bywet van die Makhado Plaaslike Munisipaliteit, 2016, dat ek, Derick Peacock die gemagtigde agent van Manupont 124 (Edms) Bpk, van voorneme is om aansoek te doen by die Makhado Plaaslike Munisipaliteit vir die wysiging van die Makhado Grondgebruikskema, 2009 deur die hersonering van gedeeltes van die Restant Bekaf 650 MS, Pienaar 624 MS, Koschade 657 MS, Qualipan 655 MS, Mutamba 668 MS en Wilhelm 801 MS, geleë oos en wes van die N1, ongeveer 30 km noord van Louis Trichardt dorp.

Die eiendom is "Landbou" gesoneer in terme van die Makhado Grondgebruikskema, 2009. Aansoek word gedoen om gedeeltes van die bogenoemde eiendomme te hersoneer na "Spesiaal" vir die formalisering van die bestaande toerisme akkommodasie en aanverwante gebruike.

Planne en of besonderhede ten opsigte van die aansoek lê ter insae gedurende kantoorure by die kantoor van die Direkteur Ontwikkelingsbeplanning, kantoor C001, Makhado Burgersentrum, Makhado Plaaslike Munisipaliteit, vir 'n tydperk van 30 dae vanaf 7 Februarie 2020.

Fisiese adres: 83 Krogh straat, Makhado, Posadres: Privaatsak X 2596, Makhado, 0920

Enige persoon wat n beswaar het teen die toestaan van die aansoek moet sodanige beswaar (insluitend die gronde van so 'n beswaar) skriftelik indien by of rig aan die Munisipale Bestuurder by die bogenoemde adres, sowel as by die onderstaande agent, voor of op 9 Maart 2020.

Enige persoon wat nie kan skryf nie, sal deur die verantwoordelike amptenaar bygestaan word tydens kantoorure by die bogenoemde adres.

Verantwoordelike amptenaar: Tahulela Musandiwa, Telephone 015 519 3285

Gemagtigde Agent: Derick Peacock Associates, Stads en Streeks Beplanners/Oord Beplanners

Posadres: Posbus 11352, Silver Lakes, Pretoria 0054. Kontak nommer: 082 414 3655,

Epos: dpasso@telkomsa.net

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**LOCAL AUTHORITY NOTICE 15 OF 2020**

**AMENDMENT OF LAND USE SCHEME OR REZONING IN TERMS OF SECTION 54(1) AND REMOVAL OF RESTRICTIVE CONDITIONS IN TERMS OF SECTION 55(2) OF THE LEPHALALE MUNICIPAL SPATIAL PLANNING AND LAND USE MANAGEMENT BY-LAW, 2017**

**AMENDMENT SCHEME NUMBER: 10**

Notice is hereby given that I, **Dries de Ridder** Town and Regional Planner, being the authorised agent of the owner of **Erf 215 Ellisras Extension 2 Township**, in terms of Section 54(1) and Section 55(2) of the Lephalale Municipal Spatial Planning and Land Use Management By-Law, 2017 have applied for the amendment of the Lephalale Land Use Scheme, 2017, by the rezoning of the property described above, situated at 1 Albert Street, Ellisras from **Residential 1, one dwelling unit per erf to Special for Medical Consulting Rooms and ancillary uses, the removal of restrictive conditions B.(k), (l) and (n) of Title Deed T64155/2006**. Particulars relating to the application will lie for inspection during normal office hours at the office of the Executive Manager, Development Planning Directorate, Lephalale Civic Centre, Cnr Joe Slovo and Douwater Road, Onverwacht, for a period of 30 days from **31 January 2020**. Objections to or representations in respect of the application must be lodged with or made in writing to the Municipal Manager, Lephalale Municipality, Private Bag X136, Lephalale, 0555, within a period of 30 days from **31 January 2020**. Postal address of applicant: Dries de Ridder Town and Regional Planner, 5A Herman Street, Ellisras, 0555. PO Box 5635, Onverwacht, 0557. Telephone Number: 014 763 4184. **Dates of the notices: 31 January and 7 February 2020**

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**PLAASLIKE OWERHEID KENNISGEWING 15 VAN 2020****WYSIGING VAN GRONDGEBRUIKSKEMA OF HERSONERING IN TERME VAN ARTIKEL 54(1) EN OPHEFFING VAN BEPERKENDE VOORWAARDES IN TERME VAN ARTIKEL 55(2) VAN DIE LEPHALALE MUNISIPALE RUIMTELIKE BEPLANNING EN GRONDGEBRUIKBESTUUR VERORDENING, 2017****WYSIGINGSKEMA NOMMER: 10**

Kennis geskied hiermee dat ek, **Dries de Ridder** Stads- en Streeksbeplanner, synde die gemagtigde agent van die eienaar van **Erf 215 Ellisras Uitbreiding 2 Dorpsgebied**, ingevolge Artikel 54(1) en Artikel 55(2) van die Lephale Munisipale Ruimtelike Beplanning en Grondgebruikbestuur Verordening, 2017, aansoek gedoen het vir die wysiging van die Lephale Grondgebruikskema, 2017, deur die hersonering van die bogenoemde eiendom, geleë te Albertstraat 1, Ellisras van **Residensieel 1, een wooneenheid per erf na Spesiaal vir Mediese Spreekkamers en aanverwante gebruike, die opheffing van beperkende voorwaardes B.(k), (l) en (n) in die Akte van Transport T64155/2006**. Besonderhede aangaande hierdie aansoek lê ter insae gedurende normale kantoorure by die kantoor van die Uitvoerende Bestuurder, Direkoraat Ontwikkeling Beplanning, Lephale Burgersentrum, h/v Joe Slovo en Douwaterstraat, Onverwacht, vir 'n periode van 30 dae vanaf **31 Januarie 2020**. Besware teen of voorleggings ten opsigte van die aansoek moet geopper word by of op skrif gestel en gerig word aan die Munisipale Bestuurder, Lephale Munisipaliteit, Privaatsak X136, Lephale, 0555, binne 'n periode van 30 dae vanaf **31 Januarie 2020**. Posadres van aansoeker: Dries de Ridder Stads- en Streeksbeplanner, Herman Straat 5A, Ellisras, 0555. Posbus 5635, Onverwacht, 0557. Telefoon Nommer: 014 763 4184. **Datums van plasinge: 31 Januarie en 7 Februarie 2020**

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**LOCAL AUTHORITY NOTICE 16 OF 2020****NOTICE:**

I, Theo Kotze, as the agent of the owner of the property mentioned below, hereby give notice that I have applied to the Musina Municipality for the following: MUSINA AMENDMENT SCHEME 395: Rezoning of the Remainder of Erf 838 Messina (6 van Zyl Street) from "Residential 1" to "Residential 4" and the removal of restrictive title conditions for the purpose of erecting flats (8 in total). Owner: Aamin Investments (Pty) Ltd. Particular of the application will lie for inspection during normal office hours at the office of the Director: Town Planning, 21 Irwin Street, Musina, for a period of 30 days from 31 January 2020. Any objections/representations must be lodged with or made in writing, or verbally if unable to write, to the Director: Town Planning, at the above-mentioned address or posted to Private Bag X611, Musina, 0900 on or before the closing date for the submission of objections/representations, quoting the above mentioned application description and/or amendment scheme number, the objector's interest in the matter, the ground(s) of the objection/representation, the objector's erf number and phone numbers and address. CLOSING DATE FOR SUBMISSION OF OBJECTIONS/-REPRESENTATIONS: 2 March 2020. AGENT: DEVELOPLAN TOWN PLANNERS, P.O. Box 1883, Polokwane, 0700. Fax: 086 218 3267. Email: [tecoplan@mweb.co.za](mailto:tecoplan@mweb.co.za).

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**PLAASLIKE OWERHEID KENNISGEWING 16 VAN 2020****KENNISGEWING:**

Ek, Theo Kotze, as die agent van die eienaar van ondergemelde eiendom, gee hiermee kennis dat ek aansoek gedoen het by die Musina Munisipaliteit vir die volgende: MUSINA WYSIGINGSKEMA 395: Hersoering van die Restant van Erf 838 Messina (van Zylstraat 6) vanaf "Residensieel 1" na "Residensieel 4" en die opheffing van beperkende voorwaardes met die doel om woonstelle op te rig (8 in totaal). Eienaar: Aamin Investments (Edms) Bpk. Besonderhede van voormelde aansoek lê ter insae gedurende gewone kantoorure by die kantoor van die Direkteur: Stadsbeplanning, Irwinstraat 21, Musina, vir 'n tydperk van 30 dae vanaf 31 Januarie 2020. Enige beswaar/vertoë moet hetsy skriftelik of mondelings (indien u nie kan skryf nie), by of tot die Direkteur: Stadsbeplanning voor die sluitingsdatum vir die indiening van sodanige besware/vertoë by bovermelde adres of by Privaatsak X611, Musina, 0900 ingedien of gerig word, tesame met vermelding van bogenoemde beskrywing van die aansoek en/of wysigingskemanommer, die beswaarmaker se belang in die saak, die grond(e) van die beswaar/vertoë, die beswaarmaker se erfnummer en telefoonnummer(s) en adres. SLUITINGSDATUM VIR DIE INDIENING VAN BESWARE/VERTOË: 2 Maart 2020. AGENT: DEVELOPLAN STADSBEPLANNERS, POSBUS 1883, POLOKWANE, 0700, TEL. 015-2914177 FAKS: 0862183267. tecoplan@mweb.co.za.

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**LOCAL AUTHORITY NOTICE 18 OF 2020****LEPHALALE LOCAL MUNICIPALITY: NOTICE IN TERMS OF SECTION 55(1) OF LEPHALALE SPATIAL PLANNING AND LAND USE MANAGEMENT BY-LAWS, 2017, FOR THE REMOVAL, AMENDMENT OR SUSPENSION OF RESTRICTIVE CONDITIONS IN TITLE**

It is hereby notified in terms of the provisions of section 55(1) of the Lephalale Spatial Planning and Land Use Management By-Laws, 2017, that the Lephalale Municipality has approved and adopted the land development application for the removal of **Conditions 16, 17 and 18** contained in Title Deed **T77192/2009**, with reference to **Erf 1130 Ellisras Extension 16 Township**. This removal will come into effect on the date of publication of this notice.

Dries de Ridder Town and Regional Planner, P.O. Box 5635, Onverwacht, 0557.

Date: 7 February 2020

Ref: 15/4/3/88