



## **Moditlo Estate Home Owners Association NPC**

**Registration Nr: 2002/013524/08**

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# **RULES AND REGULATIONS**

## **(Revision 2023)**

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## 1. INTRODUCTION

- 1.1 The Moditlo Estate Home Owners' Association ("Association") is an Association not for gain, incorporated in terms of the provisions of Section 21 of the Companies Act.
- 1.2 The objective of the Association is to provide a high-quality lifestyle for residents within the Reserve. The intention of these Rules is to protect and maintain this lifestyle.
- 1.3 These Rules have been established in terms of the Memorandum of incorporation of the Association. They are binding on all members and entrants to the Reserve.
- 1.4 The members of the Association are responsible for ensuring that members or their families, tenants, visitors, friends, invitees and all their employees abide by and respect these, Rules.
- 1.5 Happy and harmonious living within the Reserve is achieved when residents use and enjoy their private property as well as the common areas and other facilities within the Reserve.
- 1.6 In respect of the interpretation of these Rules, the decision of the Directors, is final and binding on all parties.
- 1.7 These Rules were made in accordance with the powers granted to the Board in terms of the Memorandum of Incorporation and are subject to change from time to time.

## 2. DEFINITIONS AND INTERPRETATION

- 2.1 In these articles the following words shall have the meanings hereinafter assigned to them unless the context otherwise indicates:

- |   |   |
|---|---|
| 2.1.1 "the Act"   | Means the Companies Act, 71 of 2008 and reference to a " <b>Section</b> " is a reference to a Section of the <b>Act</b> ; |
| 2.1.2 "Architectural Design Guidelines and Building Requirements" | Means the Architectural Design Guidelines and requirements made by the Directors from time to time                        |
| 2.1.3 "the Association"   | Means the Moditlo Estate Home Owners' Association (an Association incorporated under Section 21 of the Act, formerly      |

Moditlo Body Corporate, formerly Micromatica 541

- 2.1.4 "Auditors"  
Means the current appointed auditors of the Association;
- 2.1.5 "Authorized representative"  
Means a person authorized in terms of the Act by a company or other body corporate to act as its representative at any General Meeting of the Company;
- 2.1.6 "Common property"  
Means all portions of land within the Reserve excluding the portions registered in the respective member's names and which portions comprise inter alia the roads, fencing, storm water, sewerage, electrical and telecommunications systems including security;
- 2.1.7 "Company"  
Means the Moditlo Estate Home Owners Association (NPC), Registration No: 2002/013524/08;
- 2.1.8 "Chairperson"  
Means the Chairperson of the Board of Directors;
- 2.1.9 Dotcom Trading 849 CC  
Means the Company Dotcom Trading 849 CC, a Closed Corporation Registration Number: 2008/232311/23
- 2.1.10 "Directors"  
Means the duly elected Directors of the Association from time to time
- 2.1.11 "" Delegated Director/ Employee or any other person  
Any director / employee or any other person with certain powers delegated to him / her as determined by the Board of Directors of the Company
- 2.1.12 "in writing"  
Means written, printed, or lithographed or partly one and partly another, and other modes or representing or producing words in a visible form.

2.1.13 “Local Authority”	Means the Local Authority or any Government Institution having jurisdiction over the Reserve;
2.1.14 “Member”	Means a member of the Moditlo Estate Home Owners’ Association;
2.1.15 “Memorandum”	Means the Memorandum of Incorporation of the Company in force for the time being
2.1.16 “MANAGEMENT	Means Estate Manager and Operational Manager appointed by the Board of Directors from time to time to manage the daily administrative and operational activities on the Reserve;
2.1.17 “Person”	Includes any company incorporated or registered under any law and anybody of persons corporate or incorporate.
2.1.18 “Portion / land”	Means a freehold stand of approximately 1 (one) hectare within the Reserve, including a stand with commercial rights attached thereto;
2.1.19 “Properties”	Refers to the properties comprising the Moditlo Private Game Reserve, zoned as a “Private Reserve,” being: <ul style="list-style-type: none"> <li>•Portion 3 (a portion of Portion 3) of the Farm Moria 83, Registration Division K.U., Limpopo Province.</li> <li>•Portion 4 (a portion of Portion 4) of the Farm Hoedspruit 82, Registration Division K.U., Limpopo Province.</li> <li>•Portion 2 (a portion of Portion 2) of the Farm Riversdale 246, Registration Division K.T., Limpopo Province;</li> </ul>
2.1.20 “Reserve”	Means the Moditlo Private Game Reserve comprising of the properties;

2.1.21 “Resident/(s)”	Means a person in occupation of a portion on a temporary or permanent basis by agreement with and/or consent from the member of a relevant portion or through its affiliation or association with such member;
2.1.22 “Rules and Regulations”	Refers to all Rules and Regulations made and adopted by the Directors from time to time and includes Rules for the management, control and administration of the Reserve and the conduct of its members as referred to in Article 9;
2.1.23 “Vice-Chairperson”	Means the Vice-Chairperson of the Board of Directors

- 2.2 Unless the context otherwise requires, any word importing the singular number shall also include the plural number and vice versa, and words importing any one gender shall include the other gender and vice versa.
- 2.3 Subject as aforesaid, any words or expressions defined in the Act or any statutory modification thereof in force at the date on which these presents become binding on the Association shall, if not inconsistent with the subject or context, bear the same meaning in these presents.
- 2.4 These articles shall be deemed to authorise the Company to do anything which the Act empowers a company to do if so, authorised by its articles unless that authority is expressly excluded.

### **3. DOMICILIUM CITANDI ET EXECUTANDI**

- 3.1 Each member shall furnish to the Association, a physical address situated within the Republic of South Africa, which shall serve as such member’s domicilium citandi et executandi and failing which the address of the portion registered in the member’s name, shall serve as his domicilium citandi et executandi.
- 3.2 A member not being a natural person shall nominate a natural person to act on behalf of such member and the particulars of such nominee, including full names, ID, contact telephone number, physical address, postal address, and email address shall be furnished to the Association in writing.

- 3.3 A member shall be entitled from time to time, to change the said domicilium and to change its nominee but such change shall only be effective on receipt of written notice thereof by the Association at its domicilium.
- 3.4 Any notice given by a member to the Association shall be addressed to the Association's *domicilium citandi et executandi*. It is recorded that the domicilium address of the Association is Moditlo Estate Home Owners' Association, R40 Road, Hoedspruit.
- 3.5 The *domicilium citandi et executandi* of the Association shall be confirmed annually at the Annual General Meeting of the Association, unless notice of change thereof is given by the Directors to the members in writing.
- 3.6 Every member of the Association is the registered owner of a portion, measuring approximately 1 (one) hectare. Subject to the terms and conditions as are provided for in the Memorandum of Incorporation and these Rules, the members shall have the rights and privileges flowing from the ownership of their land at common law and members shall respect each other's privacy.
- 3.7 Members shall observe the Architectural Design Guidelines and Building Requirements applicable to any improvements to their portions.
- 3.8 Members shall observe the Rules applicable to the use and traversing rights of the properties and common property areas owned by the owners of the commercial rights.

#### **4. ROADS**

- 4.1 Members shall have the right of way on all designated roads within the Reserve, provided that the developer and/or their successors in title may restrict the use of any non-designated roads.
- 4.2 Within the Reserve are main vehicular roads, link roads to dwellings, game viewing roads.
- 4.3 Motorized vehicles may only drive on the main vehicular roads, link roads and permitted game viewing roads. Save for commercial agreements already in place.
- 4.4 Electric or battery driven vehicles are allowed on the Reserve.
- 4.5 No quad bikes are permitted to be driven on the reserve. Motorbikes may only commute via the shortest route from the entrance of the Reserve to the member's portion.

- 4.6 The speed limit within the Reserve shall be 30 kph.
- 4.7 No vehicles are permitted to drive over open spaces or go off-road, and members shall obey such signage signifying areas, roads, and game viewing roads, save for commercial agreements already in place.
- 4.8 Vehicles only to traverse on the designated road system as mentioned in described in Clause 4.3 above. Save for commercial agreements already in place.
- 4.9 Animals shall at all times have right of way on all roads and within the Reserve. Residents are reminded that wildlife and game will frequently crossroads and speed limits must be obeyed.
- 4.10 Subject to the aforesaid limitations, all enacted traffic legislation and Regulations shall apply and only drivers with a valid driver's license shall be in control of any authorised vehicle using the road system.
- 4.11 Further subject to traffic legislation, persons being transported on the back of or in the compartment of a goods vehicle the persons being transported must be enclosed to a height of:
- 4.11.1 at least 350 millimetres above the surface upon which such person is seated; or
  - 4.11.2 at least 900 millimetres above the surface on which such person is standing, in a manner and with a material of sufficient strength to prevent such person from falling from such vehicle when it is in motion.
  - 4.11.3 The above excludes open vehicles built and used for game viewing purposes.
- 4.12 It is recorded that the control, management, maintenance, upkeep and administration of all main roads, game viewing roads and link roads within the Reserve, including the control, management, upkeep, maintenance, administration of all bridges within the Reserve, are the responsibility of the Association. This obligation includes the obligation to keep all roads clear from obstacles, to manage drainage of storm water, to minimize dust from the roads and to erect direction boards, route numbers and any appropriate signage and/or notices concerning the use thereof.
- 4.13 The use of any vehicle on Moditlo Estate, to be used in accordance with the manufacturer's specifications or if modified must be used in accordance with those approved modifications.

## **5. WATER AND ELECTRICITY**

- 5.1 It is recorded that it is the responsibility of the Association to manage the use of water and electricity consumed by members within the Reserve. This obligation includes the duty to attend to the reading of water and electricity meters on a monthly basis, to account to each member for monthly consumption of water and electricity, to effect payment for electricity and water.
- 5.2 It is the responsibility of the developer to supply water to all portions. All water within the Reserve belongs to the developer and shall be managed by the developer or its successor in title and the Association.
- 5.3 Every member shall be obliged to pay for all water consumed on his portion and which will be metered separately.
- 5.4 The Association may, in times of drought, introduce restrictions on the use of water.
- 5.5 No member shall be entitled to sink any holes, boreholes on any portion or within the Reserve and may not draw water from any river within the Reserve.
- 5.6 No member shall be entitled to appropriate any borehole for himself or for his own benefit, even if such borehole is situated on his portion.
- 5.7 Members are allowed to use generators as backups only, with the prior written approval of the Association having been obtained. The use of gas and solar energy are recommended as an alternative.
- 5.8 Every member shall be obliged to pay for electricity and water consumed on his property, in addition to his levy, which consumption will be metered separately.
- 5.9 Should a member fail to effect payment of any water or electricity consumption, the Association shall be entitled to suspend the supply of such services until payment of the full outstanding balance due and the Association shall furthermore be entitled to suspend the services pending adjudication of any dispute concerning the supply, consumption or any accounting matter relating to these services unless appropriate security, to the satisfaction of the Board, has been furnished to the Association.

## **6. SEWERAGE DISPOSAL**

- 6.1 Each member shall be liable for the installation and maintenance of an adequate and efficient sewerage treatment plant on the portion at the



member's cost in accordance with the Architectural Design Guidelines and requirements.

## 7. ANIMALS, REPTILES, BIRDS, AND PETS

7.1 No member, resident or occupier of a Portion or any entrant to the Reserve shall bring any animal, reptile, bird, or pet onto any portion or onto common property or introduce any such animal, reptile, bird, or pet onto the Reserve.

7.2 Strictly no dogs, cats or birds are allowed, and the Directors are not allowed to consent to any deviation from these Rules.

### 7.3 **ASSISTANT ANIMALS:**

The Regulations on the Sectional Title Schemes Management Act, although not binding on Home Owners Associations but a good guidance on what and what must not be done stipulates that:

- “(1) The owner or occupier of a section must not, without the trustees' written consent, which must not be unreasonably withheld, keep an animal, reptile, or bird in a section or on the common property.*
- (2) An owner or occupier suffering from a disability and who reasonably requires a guide, hearing or assistance dog must be considered to have the trustees' consent to keep that animal in a section and to accompany it on the common property.*
- (3) The Directors may provide for any reasonable condition in regard to the keeping of an animal, reptile, or bird in a section or on the common property.*
- (4) The trustees may withdraw any consent if the owner or occupier of a section breaches any condition imposed in terms of sub-rule (3).”*

A pet or **companion animal** can be described as an **animal** kept primarily for a person's company, protection, or entertainment rather than as a **working animal**, **livestock**, or **laboratory animal**, Whereas **Assistance animals** are **animals** that have been trained to perform tasks that **assist** people with disabilities.

It is of extreme importance to note that the Regulations on the Sectional Title Schemes Management Act clearly differentiate between pets and assistance animals for which it is assumed that the owner has consent on conditions that might be set by the body corporate (HOA).

A **disability** is an impairment that may be cognitive, developmental, intellectual, mental, physical, sensory, or some combination of these. It substantially affects a

person's life activities and may be present from birth or occur during a person's lifetime.

Furthermore, the Promotion of Equality and Prevention of Unfair Discrimination Act states that:

“Prohibition of unfair discrimination on ground of disability:

Subject to section 6, no person may unfairly discriminate against any person on the ground of disability, including.

(a) Denying or removing from any person who has a disability, any supporting or enabling facility necessary for their functioning in society;”

Therefore, with the Powers vested in the Board of Directors and as approved at the Board of Directors Meeting held on 16 November 2018 the following Directive is issued:

Assistance animals will be allowed on Moditlo Estate on condition that the person with the disability:

- Provides the BoD with a Medical Certificate confirming his/her Disability.
- Provides the BoD with a training certificate from an Accredited Training Provider that the animal is trained to assist the person with his/her disability.
- Provides the BoD a Veterinary Certificate on an annual basis that the animal has been appropriately vaccinated and dewormed.
- In the case of female animals, a Veterinary Certificate that the animal has been neutered.
- Confirmation that the assistance animal will be kept in-house, or an open area specifically constructed for the assistance animal to prevent its escape.
- That if the assistance animal is to be taken out of these areas for transport purposes that the assistance animal will be properly restrained.
- That the assistance animal will not be allowed to roam anywhere on Moditlo save for the areas as mentioned above; and
- That disturbance preventive measures be taken if necessary or implemented on the BOD's instruction.

## **8. REFUSE DISPOSAL**

8.1 All members of a portion shall:

8.1.1 maintain in a hygienic and dry condition, a receptacle for refuse on his portion.

- 8.1.2 erect a lockable storage room for refuse bins, accessible from the outside.
- 8.1.3 ensure that no refuse bins are left visible on any portion unless it is left within a designated area at times of collection.
- 8.1.4 ensure that, before refuse is placed in such receptacle, it is securely wrapped or in the case of tins or other containers, completely drained.
- 8.1.5 for the purpose of having the refuse collected, place such receptacle within the area and at the times designated by the Directors.
- 8.1.6 when the refuse has been collected, promptly return such receptacle to the lockable storage room.
- 8.1.7 ensure that no wild animals shall have access to any collected refuse, building waste material or garden waste.
- 8.2 No poisonous chemicals may be discharged anywhere on the Reserve.
- 8.3 No building waste material or garden waste may be dumped anywhere and must be removed from any portion and from the Reserve within 48 hours from its collection.

## **9. VEHICLES**

- 9.1 No member or occupier shall park or stand any vehicle upon any road or on common property or permit or allow any vehicle to be parked or stood upon any road or common property.
- 9.2 The Directors may cause to be removed or towed away, at the risk and expense of the owner of the vehicle, any vehicle parked, standing, or abandoned on the common property or on any road.
- 9.3 A member or occupier or a portion may not park or abandon any vehicle, caravan or trailer for periods exceeding 7 days, without the consent of the Directors.
- 9.4 A member or occupier shall not be permitted to dismantle or effect major repairs to any vehicle, caravan, or trailer on any portion of the common property, any road or on any portion.

## **10. IMMEDIATE SURROUNDS**

- 10.1 Every member shall be responsible for the upkeep and maintenance of any building improvement on his portion and for the neat appearance of any open area on such portion.
- 10.2 Caravans, trailers, boats or garden storage buildings and non-permanent structures as well as equipment, tools, building materials, vehicle engines and parts, garden tools and equipment, should be sited out of view and screened from roadways or neighbouring properties to the satisfaction of the Directors.
- 10.3 The Architectural Design Guidelines and Building Requirements should at all times be observed concerning the use of any portion and/or the installation or any building activity on any portion.
- 10.4 Swimming pool water may be regulated by the direct insertion of chlorine, but a salt chlorinator is recommended. No swimming pool water is to be dispensed on any portion of the common property and may only be dispensed on the member's portion. It shall be the responsibility of the member to ensure that wild animals do not gain access to any swimming pool or to any swimming pool water that may be dispensed and puddled on their portion.
- 10.5 Gardens should be created from indigenous flora only and then only within a member's portion. The Directors have the right at any time to restrict the creation of gardens, should they be of the opinion that such gardens are not in keeping with the flora of the Reserve. No non-indigenous or prohibited flora shall be planted anywhere on a portion other than lawns.
- 10.6 No gardening activities of any nature may be conducted by a member on any portion of the common property.
- 10.7 A member or occupier of a portion will not place or do anything on any part of such portion or on common property which, in the discretion of the Directors, is aesthetically displeasing or undesirable when viewed from outside of the portion.
- 10.8 Subject to these Rules, a member, resident, or occupier shall have the right of access over the Reserve for purposes of game viewing, with a vehicle on the designated road system, but shall not interfere with any flora or fauna on the Reserve.
- 10.9 If a member:
  - 10.9.1 fails to repair or maintain (including the paint work, thatching, pipes, and windows) any building or installation on his portion

- in a state of good repair and sound condition to the reasonable satisfaction of the Directors; or
- 10.9.2 fails to adequately maintain any open area of his portion in a clean and neat condition; and
- 10.9.3 if any such failure persists for a period of 30 days after the giving of written notice to repair or maintain, given by the Directors, the Association shall be entitled to remedy the owner's failure and to recover the reasonable costs of doing so from such owner.
- 10.10 Fences are permitted in principle, but only for a total fenced off area of 150 sqm in total and only at the back of the property away from the road view.

## **11. PRESERVATION OF WILDLIFE IN THE RESERVE**

In order to preserve the flora and fauna on the Reserve, every member, resident, guest, or invitee shall:

- 11.1 not chase, hunt, shoot, trap, fish, molest or in any way interfere with the indigenous wildlife of the Reserve.
- 11.2 prevent field fires and avoid the creating of fire hazards.
- 11.3 not create any disturbing noise or engage in any activity that can disturb the peace and tranquillity on the Reserve.
- 11.4 not make any new footpaths or any new roads.
- 11.5 not establish or create any feeding or drinking point for game, nor feed any animal or birds on the Reserve.
- 11.6 not provide housing to accommodate servants on any portion, without the written consent of the Association.
- 11.7 not make any fires on any portion of the Reserve, other than in areas specifically designated, therefore.
- 11.8 not drive in riverbeds or predetermined riverbed roads, other than at designated river crossings.
- 11.9 not house on the Reserve, a caravan or erect thereon, any tent.
- 11.10 drive only on clearly defined roads within the boundaries of the Reserves.
- 11.11 not enter any restricted roads and to observe all road signs at all times.

11. 12 not take steps to set up camp on temporary or permanent basis, anywhere within the Reserve.
11. 13 not collect or take anything from the Reserve, including any wood, stones, flora, fauna, or the remains of fauna or remove any artefacts conserved within any heritage site.

## **12. GAME VIEWING ON THE RESERVE:**

**Members and/or residents shall always accompany all guests during game drives and shall:**

- 12.1 Not leave their vehicle whilst in an active game sighting.
- 12.2 Not stand on the back of or lean out of their vehicle in any way during an active game sighting.
- 12.3 Not create any disturbance or display any disruptive behaviour during a game sighting.
- 12.4 Not bring any other animal into a game sighting.
- 12.5 Be courteous and respectful to all other persons within the active game sighting at the time.
- 12.6 Not disturb or interfere with the fauna and flora in any way during the sighting.
- 12.7 Not leave the road, move off-road during the sighting, or follow the wildlife into the veld.
- 12.8 Not shine their flashlights into nearby houses, while conducting a night drive.
- 12.9. Not block, hinder, or restrict the flow of traffic whilst game viewing.
- 12.10. Not drive on or enter privately owned stands at any time.
- 12.11. Ensure that their game viewer vehicle displays the necessary Game Viewer Vehicle sticker which stipulates their stand number.
- 12.12 Not to play a recording of any animal to prompt a response.
- 12.13 Not to shine lights onto diurnal animals.
- 12.14 Not to shine lights on a predator or prey when the animal is hunting or being hunted.

### **13 ENVIRONMENTAL MANAGEMENT**

- 13.1 No rubble, waste or refuse of any kind shall be dumped or discarded on any portion of the common property, including any public area, open space, road, water feature, riverbed, river, or stream.
- 13.2 Residents using any common area for any reason are to leave it in the same state in which it was found, and all refuse, rubble and waste must be removed immediately.
- 13.3 Picnicking shall not be permitted on the Reserve, other than in specifically designated and demarcated areas and subject to these Rules or to such notices and directions as the Directors may from time to time impose.
- 13.4 Driving with any of the permitted forms of transport in any of the riverbeds, is strictly forbidden save for the authorised employees in the execution of their duties.

### **14. GENERAL OBLIGATIONS OF MEMBERS, RESIDENTS AND OCCUPANTS**

Without restricting the generality of the obligations of the members to observe and be bound by the provisions of the Articles and of these Rules, each member particularly undertakes:

- 14.1 that no hunting or capturing of game shall be carried out on his portion or within the Reserve.
- 14.2 that he will ensure at all times, that the natural fauna and flora be conserved and in no manner endangered.
- 14.3 that he will at all times comply with the provisions of the Rules and the Architectural Design Guidelines of the Association.
- 14.4 that he will not permit commercialization on his portion, except for those portions which have been afforded such rights.
- 14.5 that he accepts the principle that a large number of people in the Reserve is undesirable and not in the interest of game conservation.
- 14.6 that he accepts the principle that peace and tranquillity is an integral part of the enjoyment of the fauna and flora in the Reserve and of the enjoyment of any portion and consequently agrees not to litter or to allow littering on any portion or in the Reserve.
- 14.7 not to disturb or allow the disturbance of the fauna in the Reserve.

- 14.8 not to destroy or damage any flora in the Reserve or to remove any flora from the Reserve.
- 14.9 not to introduce into the Reserve, any nonindigenous flora or fauna.
- 14.10 not to fish in any rivers, streams, or dams.
- 14.11 that all clearly marked heritage sites will be respected and that no artefacts of any kind will be removed from these sites.
- 14.12 not to drive in any riverbeds with any of the permitted ways of transport or to drive on or enter into any restricted areas.
- 14.13 not to walk, jog, run or cycle within the Estate.

## **15. PAYMENT OF LEVIES AND ENFORCEMENT OF RULES**

- 15.1 All members shall promptly on due date effect payment of their levies or such other amounts that may become due from time to time, such as water and electricity consumed or special levies, as may be determined by the Directors from time to time, in terms of the Articles.
- 15.2 Any amount due by a member by way of a levy and interest shall be a debt due by him to the Company.
- 15.3 Subject to amendment, levies shall be payable monthly in advance on the first day of each and every successive month, failing which the Directors shall take appropriate action, as they deem fit in their discretion, to collect such outstanding levies and monies owing by the member.
- 15.4 In addition to any other disciplinary powers contained in the Articles, the Directors shall, with a 75% majority vote, be entitled to suspend any or all of the rights and privileges of any member from the Association, if the member concerned fails, within 21 days after demand in writing, to pay any money owing by him to the Association or if in the opinion of the Directors, he has infringed or threatened to infringe any terms of the Articles, the Architectural Design Guidelines and/or these Rules or act in a manner detrimental to the interest of the Association or the Reserve.
- 15.5 A member shall be liable for and pay all legal costs, including costs as between attorney and client, collection commission, expenses, and charges, including administrative charges as levied by the Company and incurred by the Company in obtaining the recovery of arrear levies or any arrear amounts due and owing by such member to the Company or in enforcing compliance with these Rules, the Architectural Design Guidelines, the Articles, or the provisions of the Act.



15.6 Failure to comply with any disciplinary action by the Directors may result in a member's expulsion from the Association.

## **16. SECURITY**

16.1 Security is an attitude. It is for each member's own benefit and for the benefit of all members, occupants, and users of the Reserve.

16.2 The security guards and the controlling security Rules and systems in place from time to time shall not be abused by any person.

16.3 Security protocol at any secured entrance shall be adhered to at all times.

16.4 Any ID card system for permanent workers, temporary workers, Reserve staff and contractor representatives and their employees must be conscientiously enforced by every member and every person entering the Reserve.

16.5 Every member shall ensure that his visitors, contractors, family members, invitees or employees adhere to security protocol.

16.6 The Directors shall be entitled to, from time to time, issue directives concerning security control and access. These notices and directives shall be issued to members in writing and in addition thereto, shall be affixed and be open for inspection at all secured entrances.

16.7 All members shall ensure that they or any person invited or authorised by them to enter the Reserve, shall avail themselves of any security Rules and regulations and non-receipt of any notice by the Directors shall not serve as an excuse for not complying with such Rules and conditions.

16.8 Members may install personal security systems, measures, and equipment within their portions, provided that such security installations have been approved by the Directors, who may impose reasonable conditions pertaining to its design, location and/or operation.

16.9 The Reserve security will be manned 24 hours a day, on a basis to be determined from time to time by the Directors.

16.10 Vehicle security stickers must be affixed to vehicle windscreens for identification and to assist guards in the performance of their duties.

16.11 All owners and residents shall be provided with security access cards of a type to be determined and to be consistent with the central security system selected. All temporary, non-members or non-residents entering the Reserve shall be provided with a temporary security access card, to be affixed to vehicle windscreens.

- 16.12 Under no circumstances may any instructions be given to security personnel. Only the Designated director/ employee or any other person as appointed by the Board of Directors may issue instructions and directives to the security personnel.
- 16.13 All complaints concerning security issues should immediately be reported to the Designated director/ employee or any other person as appointed by the Board of Directors who may request that such complaint be made in writing.
- 16.14 For special events like weddings or parties, it is the responsibility of the owner to arrange special permits for the guests with security.
- 16.15 All trucks and service delivery vans will only be issued with entry permits on proof of a delivery document clearly stating the site number and contact details of the member or resident and with prior notification by the member or resident.
- 16.16 All trucks and service delivery vans may be subject to a security search upon entry or exit of the Reserve.
- 16.17 Non-members and non-residents are not allowed to bring firearms onto the Reserve, unless such firearms are declared, and special permission are obtained in writing or telephonically by the security from the member or resident which are visited.
16. 18 Should it come to the attention of Management that any person is in possession of an unlicensed firearm, it will be reported to the South African Police Services.

## **17. NON-MEMBERS:**

- 17.1 The provisions of these Rules and the duties of a member in relation to the use and occupation of his portion and the common property within the Reserve, shall be binding on the member or any resident of any portion and any lessee or other occupant of any portion and it shall be the duty of the member/resident to ensure compliance with these Rules by his lessee or occupant, including employees, guests, invitees, contractors, servants and any member of his family, his lessee or his occupant.
- 17.2 A member/resident shall ensure that a copy of these Rules is attached and be incorporated in any lease or any document granting occupation of his portion.
- 17.3 The member shall at all times be accountable for the actions of the lessee or occupant of his portion.

- 17.4 The Directors shall be entitled to request a member to lodge a copy of the lease agreement or agreement granting occupation to his portion, with the Directors.
- 17.5 Members are to ensure that contractors in their employ have signed a Contractor's Code of Conduct and that they abide by the Code and by the Architectural Design Guidelines.
- 17.6 Only one domestic servant will be permitted to reside on each property, unless otherwise approved by the Association. Any domestic servant shall be counted in the occupation limit of 10 (ten) beds per portion.
- 17.7 No visitors will be allowed to travel unaccompanied from the main gate to any portion. On arrival of any visitors, it is the responsibility of the member to collect them at the main gate.
- 17.8 It is the responsibility of the member/resident to notify the security in advance of any visitors and to arrange with security for temporary permits and identity cards. No visitors will be allowed on the Reserve without the necessary arrangements in place. The full names, ID, and contact details of any non- resident, who accompanies a member or resident upon entry into the Reserve, shall be announced and recorded at security upon entry.
- 17.9 All potential buyers should be accompanied by an accredited agent. Viewing of any portion may only take place between 06h30 until 18h00. Viewing of any portion outside the allowed hours must be by special arrangement with Management unless a potential buyer is accompanied by a member/resident or an accredited sales agent. All security rules and conditions shall apply to any potential buyer and/or accredited agent.
- 17.10 The vehicles of all persons entering the Reserve are subject to security search.
- 17.11 **Airbnb, Bed and Breakfast, Self-Catering, Lodge Establishments and Short-Term Rentals of Units**

No owner managed Airbnb, Bed and Breakfast or Self-Catering establishments will be allowed.

Lodges will be allowed on condition that:

- A contract is signed between the member and the Commercial Rights Owner.
- All regulations in terms of operating a lodge are complied with; and
- The necessary approval from the MEHOA by Special Resolution is obtained.

Short term rentals (Less than 1 Month) will be allowed on condition that a contract is entered into between the member and the Commercial Rights Owner, and the establishment be managed by Moditlo River Lodge.

## **18 MANAGEMENT**

- 18.1 The Association may from time to time appoint an Estate Manager and Operational Manager and the Directors may delegate to the Estate Manager and Operational Manager, some or all of their obligations concerning the management and administration of security, the enforcement of Rules and Regulations, including the Architectural Design Guidelines and Building Requirements.
- 18.2 All representations, proposals, or complaints concerning the contravention of any of the Rules, the Architectural Design Guidelines or the conduct of any member, resident, occupant or an employee, contractor, servant, including security personnel of the Association, should be addressed to Management in writing.
- 18.3 All written complaints should state the time, date and a brief summary of the incident complained. This shall be lodged at a place designated for such purpose by the Directors from time to time alternatively same shall be lodged with the on-site administration office.

## **19. SALE AGREEMENT**

- 19.1 A member shall ensure that in any Deed of Sale concerning the transfer of a member's ownership or interest in a portion, there shall be included in such Deed of Sale, a clause to the following effect:
  - (a) The Purchaser acknowledges that on registration of the property into his name, he shall automatically become a member of the Moditlo Estate Homeowners' Association, an Association not for gain, registered in terms of Section 21 of the Companies Act.
  - (b) The Purchaser will remain a member of the Moditlo Estate Home Owners' Association and be bound by its provisions for as long as he remains the registered owner of the property.
  - (c) Should the Purchaser sell the property, he will be obliged to inform the new Purchaser of the compulsory and automatic membership to the Moditlo Estate Home Owners' Association and through his ownership, will be bound by the Rules, Regulations and Architectural Guidelines applicable to occupation of the property in accordance with the Memorandum of Incorporation.

- (d) The Articles, Rules and Regulations and Architectural Guidelines applicable to the property is attached hereto as Annexures "A," "B" and "C."
- (e) That if the provisions as contained in Clause 8.10.a is not already a condition of Title in the Seller's Title Deed, such condition shall be imported into the Title Deed of the Purchaser upon registration of transfer to and in favour of the Purchaser.
- (f) That the Seller agrees to a site inspection to assess that the property conforms to the last set of building plans approved.

## **20. LETTING OF UNITS**

- 20.1 Non-resident owners must keep the Association informed of particulars of the agent/s, if any, entrusted with letting his unit.
- 20.2 Non-resident owners or their agents must promptly and at all times keep the Company informed of all the particulars concerning their tenants (name, identity number, contact number) before they occupy a portion, who such persons are, and when they occupy or vacate a portion. This ensures orderliness on the common property, and also enables the Company to determine who enters the common property and who may use the facilities on the common property.
- 20.3 Non-resident owners must ensure that their agents are kept informed of their own obligations towards the Company in terms of these Articles and that they or their agents will ensure that any Lease or Sale Agreement pertaining to his portion includes a copy of the Rules and Regulations.
- 20.4 Non-resident owners shall ensure that their tenants and the persons referred to in Article 33 are acquainted with and fully understand and observe these Articles and the Rules and Regulations.
- 20.5 The right to any commercial activity within the Reserve were reserved for the commercial properties only and that any commercial activity, including the letting of units, are reserved to be administered by the Commercial Rights Owner, who shall be entitled in their sole discretion to cede or assign these rights from time to time to a nominee of their choice. It be further recorded that, for the time being, such rights are owned by Dotcom Trading 849 CC.

## **21. RIGHTS RESERVED TO THE DEVELOPER**

- 21.1 It is recorded that members' ownership extend to the portion registered in his/her name only and subject to the provisions of any Title condition, these

Articles and the Rules, Regulations and Architectural Design Guidelines and Building Requirements applicable thereto.

- 21.2 The remainder of the Reserve (all properties) excluding the portions are owned by the private owners of the remainder of the land, subject to the traversing rights of the members.
- 21.3 It is further recorded that all game is owned by the Blue Canyon Private Game Reserve and that all hunting activities and/or culling are reserved to the Blue Canyon Private Game Reserve under controlled conditions.