

ANNEXURE "G1"

RULES AND REGULATIONS

APPLICABLE TO THE ROYAL VICTORIA HOME OWNERS ASSOCIATION AND ITS MEMBERS WHO USE OR HAVE ACCESS TO THE GAME FARM OR THE TOWN

1. DEFINITIONS AND INTERPRETATION

In this annexure unless agreement unless the context clearly indicates the contrary intention:

1.1 words importing:

- 1.1.1 any one gender include the other two genders;
- 1.1.2 the singular include the plural and vice versa, and
- 1.1.3 natural persons include created entities (corporate or unincorporated) and vice versa;

1.1 The following terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings namely:

- 1.2.1 Developer:- Waterberg Minerale Bron (Pty) Ltd;
- 1.2.2 Company:- Royal Victoria Home Owners Association;
- 1.2.3 The Game Farm:- the portion which is marked in green on annexure "X" hereto;
- 1.2.4 The Town:- that portion which is marked in blue on annexure "X" hereto;
- 1.2.5 Shareholder:- a Member of the Company;

1.3 The annexures referred to in this agreement and any documents referred to in this agreement shall be deemed to be incorporated in this agreement as if specifically embodied herein;

- 1.4 The words and expressions in this agreement other than those defined in terms of this agreement shall bear the meanings assigned to them in all relevant legislation applicable from time to time.
- 1.5 Where any number of days is prescribed in this agreement, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday, or Public Holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or Public Holiday.
- 1.6 Expressions defined in this agreement shall bear the same meaning in schedules or annexures to this agreement which do not themselves contain their own definitions.
- 1.7 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of the agreement;
- 1.8 Where any number of days are prescribed in this agreement, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday, or Public Holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or Public Holiday.
- 1.9 No provision herein shall be construed against or interpreted to the disadvantage of any party by reason of such party having or being deemed to have structured or drafted such provision.
- 1.10 The head notes to the clauses in this agreement are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate;
- 1.11 If any obligation or act is required to be performed on a particular day it shall be performed (unless otherwise stipulated) by 16:00 on that day;
- 1.12 Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.
- 1.13 The words "shall" and "will" and "must" used in the context of any obligation or restriction imposed on a party have the same meaning.

2. **SHAREHOLDER'S RESPONSIBILITY**

- 2.1 A Shareholder must ensure that all members of his family and his lessees, visitors, employees, building contractors, sub-contractors, service providers and persons who have access to the Game Farm or The Town through or by him comply with these rules;
- 2.2 If a Shareholder sells or lets his unit as defined in the Memorandum and Articles of Association of the Association he must ensure that such buyer or lessee is provided with a copy of these rules;
- 2.3 A Shareholder or a Shareholder's invitees shall at all times ensure that they do not act in a way that creates a disturbance or a nuisance in any way whatsoever to the Developer or its invitees or other Shareholders whilst they are in the Game Farm or the Town.

3. **SECURITY MEASURES**

Any persons entering the Game Farm or The Town must comply with the systems and procedures relating to access control and other security related measures that are from time to time implemented by the Developer and must obey the security directives of any security personnel and treat such personnel in a co-operative and respectful manner.

4. **TRAFFIC CONTROL**

Unless specifically stated otherwise, the normal statutory Traffic Laws apply in the Game Farm and The Town.

- 4.1 A speed limit of 20 km per hour will be enforced in the Game Farm and The Town;
- 4.2 Vehicles must be operated at all times with the utmost care.
- 4.3 Vehicles may not be operated in the Game Farm or The Town other than on the streets;
- 4.4 Vehicles which in the opinion of the Developer or the Association emit excessive noise will be prohibited from entering the Game Farm or The Town;

- 4.5 Un-roadworthy, un-licensed vehicles and un-licensed drivers may not use the streets in the Game Farm or The Town;
- 4.6 Vehicles may not be left unattended in such a manner that they may cause an obstruction to other road users;
- 4.7 Vehicles may not at any time leave the roads in the Game Farm;
- 4.8 Persons may only walk in the Game Farm on those hiking trails which have been approved and specified by the Developer.

5. **PROHIBITED ACTIVITIES**

- 5.1 No litter may be strewn in the Game Farm or The Town and all litter must be placed in litter bins where these are provided;
- 5.2 Picnics are only permitted in designated areas in the Game Farm;
- 5.3 No open fires or braais are permitted in the Game Farm except in specifically designated areas;
- 5.4 Trapping, shooting, harassing or anyway harming any of the game or birds in the Game Farm is prohibited;
- 5.5 Fishing, swimming or the performing of any other water activity is not allowed in the dams or water features of the Game Farm or The Town;
- 5.6 Pets are not allowed in the Game Farm and are not allowed to enter the dams or water features in The Town;
- 5.7 No person may conduct a business or practice a trade in the Game Farm or anywhere in The Town other than those which own or let business premises in The Town and then only in such business premises;
- 5.8 No person may damage or remove any part of any security wall, fence or equipment in the Game Farm or The Town.