

ANNEXURE "C"

TEAL AND TROUT COUNTRY ESTATE OWNERS ASSOCIATION

ESTATE REGULATIONS

1 PREAMBLE

Regulations promulgated in terms of the Constitution of the Teal & Trout Country Estate Owners Association.

2 AGREEMENT

The Members and the Association agree that they shall use the Estate in common with each other for the main purpose, subject to the following:

2.1 MAIN PURPOSE

The Common Property shall be used by Members of the Association in common with each other and with due regard to the rights of all Members, for recreational purposes including traversing in order to view the wild game, angling, fly-fishing, hiking and the general enjoyment of nature and outdoor activities.

2.2 CONTROL

Control over the Common Property and the use to which it is put as is provided for in the main purpose, shall vest in the Trustees of the Association and the Manager by virtue of his duties.

2.3 GENERAL

Bearing in mind that it is intended that the Common Property shall be used for recreational purposes it is agreed that the Members and the Association shall have the following rights and obligations in regard to the Common Property, namely:

2.3.1 The Association shall ensure that the Common Property is reasonably stocked with trout and wild game in both number and variety at the Association's expense.\

2.3.2 The Association shall take out all necessary steps to adequately maintain the existing facilities and roads on the Estate.

- 2.3.3 The Association shall take all steps necessary to adequately maintain the fencing on the Estate, to ensure that as far as possible the wild game cannot leave the area comprising the Teal & Trout Country Estate.
- 2.3.4 The Association shall be entitled, pursuant to its obligations in 2.3.1 to introduce trout and wild game on the Estate.
- 2.3.5 Only the Association shall be entitled on the Estate to cull and or capture, the wild game and to retain the carcasses and skins and other parts as its own property. Any income derived by the Association in this regard shall be paid to the levy fund.
- 2.3.6 The Association shall take all necessary steps to prevent uncontrolled veld fire and soil erosion on the Estate.
- 2.3.7 The Member using the Estate shall do so at his own risk;
- 2.3.8 The Member of the Association shall not or permit to be done:
 - 2.3.8.1 Hunting or shooting on the Estate;
 - 2.3.8.2 Make any excavations on or remove any soil or rocks from the Common Property or within sight from any road near a Lodge;
 - 2.3.8.3 Cause any refuse or any accumulation thereof on the Estate;
 - 2.3.8.4 Damage, remove or plant any flora on the Common Property
 - 2.3.8.5 Keep any animals in captivity on the Estate, other than in accordance with any regulations adopted by the Trustees;
 - 2.3.8.6 Create any disturbing noises on the Estate;
 - 2.3.8.7 Make new roads on the Estate or on any Lodge site;
 - 2.3.8.8 Establish or create any drinking points for game on the Common Property;

- 2.3.8.9 Provide housing for any servant on the Common Property;
- 2.3.8.10 Make fires on the Common Property unless in areas demarcated for that purpose;
- 2.3.8.11 Drive or traverse river beds on the Estate, unless specifically designated as a road;
- 2.3.8.12 House or park caravans or tents on the Common Property without the written consent of the Trustees;
- 2.3.8.13 Drive or traverse by motor vehicle on any parts of the Estate other than on clearly defined roads;
- 2.3.8.14 Set up camp on a temporary basis on the Common Property, unless in a demarcated area or with the prior permission of the Manager;
- 2.3.8.15 Collect or take anything from the Estate without the permission of the Manager including but not limited to wood, stones, flora, fauna, soil;
- 2.3.8.16 Damage, collect, disturb or remove archaeological artifacts or any artifacts of historical or heritage nature on the Estate;
- 2.3.8.17 Exceed a speed of 30 km per hour when traveling on the Estate;
- 2.3.8.18 Introduce any flora onto the Estate or cultivate any flora on the Common Property;
- 2.3.8.19 Introduce any motorized generators or power plants or any noise making object or apparatus on the Estate without the written consent of the Trustees;
- 2.3.8.20 Not use or cause to be used any motor cycles on the Estate unless in demarcated areas identified for that purpose by the Manager and unless in accordance with Regulations made to regulate such usage;

2.3.8.21 Bring any domestic animal or pets onto the property unless authorized by the board of Trustees;

2.3.8.22 The erection of any fence, wall or structure of any kind to indicate the boundary of a Site or otherwise demarcate a portion of any Site.

2.3.9 The Association shall ensure that a suitable refuse collection area is established and maintained and that the Members shall be obliged to remove and dump their own refuse at the refuse collection area in such manner as may be prescribed by the Manager from time to time.

2.3.10 Only handguns shall be permitted on the property unless prior approval is obtained from the Manager.

2.4 GARDENING

Members are only permitted to garden within a 20-meter radius of their Lodge buildings and further provided that no sensitive or red date plant species are removed or disturbed.

2.5 RECREATION

Notwithstanding the contents of 2.3 above the Association shall provide at least the following recreational facilities:

2.5.1 Picnic facilities at certain demarcated areas where basic infrastructure may be provided.

2.5.2 Cycling will be permitted on the property subject to specific regulations thereon.

2.5.3 Hiking trails will be established and maintained for the benefit of the Members.

2.5.4 Fishing shall be permitted in allocated areas subject to any laws, Provincial Regulations and Ordinances.

3 **ADMISSION**

Admission to the property shall be subjected to the following:

3.1 Signature of an indemnity form indemnifying the Association against any loss or injury whatsoever.

- 3.2 Signature of any control sheets and adherence to the rule and regulations.
- 3.3 Search of any vehicle or person either entering, exiting or moving on the estate.

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BREACH

- 4.1 In the event that a member breaches any provision of this Agreement, then without prejudice to any other remedies which the association may have, such breach shall be resolved in accordance with the relevant provisions of the Constitution.
- 4.2 Notwithstanding the above in the event of the Member or guest of a member contravening any of the following provisions then the Association shall be entitled to suspend the Members right to utilise his interest with immediate effect notwithstanding anything to the contrary contained in any documentation hereto.
 - 4.2.1 Contravention of paragraphs 2.3.8.1, 2.3.8.1.3 or 2.3.8.1.6. hereof