

CHAMINUKA WILDLIFE ESTATES

**CWE ESTATES HOME OWNER'S RULES, MANAGEMENT, AND
CONSTITUTION OF CWE HOMEOWNERS' ASSOCIATION AND
MEMBERSHIP**

HOME OWNER'S RULES

I, _____ the Purchaser of Property _____
acknowledge having received a copy hereof and agree to be bound by these rules as a
member of the CWE Estates and CWE Home Owners' Association

Date: _____ Signature: _____

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“HOME OWNERS RULES”

1. INTRODUCTION

- 1.1 The objective of Chaminuka Wildlife Estates Ltd (“Developer”) is to provide a high quality lifestyle for residents within a natural wildlife estate within the properties owned by members and managed by the Developer and the CWE Home Owners’ Association (“the CWE Estate”). The intention of these rules is to protect and maintain this lifestyle and the ecosystem in the estate.
- 1.2 These rules have been established in terms of the Articles of Association of the association. They are binding on all occupants of the estate, as is any decision taken by the controlling body in interpreting these rules.
- 1.3 The properties within the estate will be for residential use only, save for the Club Facilities property (the Developer will initiate the construction of such common facilities no later than when 70% of the plots have begun or completed construction of dwellings) to be used for recreational, social and useful retail purposes, and any other adjacent properties owned by the Developer (subject to a maximum of two other properties). The excepted property or properties will be used as commercial Club Facilities and where it is or they are required to be distinguished from the other properties they shall together be referred to as "the Club Facilities".
- 1.4 The members of the association are responsible for ensuring that members of their families, tenants, visitors, friends, invitees and all their employees abide by and respect these rules.
- 1.5 Happy and harmonious living within the estate is achieved when residents use and enjoy their private property as well as the common areas and other facilities within the estate.
- 1.6 In respect of the interpretation of these rules, the decision of the Developer is final and binding on all parties.
- 1.7 The rules administered directly by the CWE Home Owners’ Association (the “Association”) are subject to change from time to time in terms of the Articles of Association of the Association.

2. USE OF PROPERTY

- 2.1 Notwithstanding the fact that the member is the registered owner of a property ("the property"), he will not have the use of that property save for the improvements and immediate surrounds as registered against the title deeds of a property. The remainder of the property will by way of servitude be subject to a right of use for the estate for wildlife conservation purposes.
- 2.2 All properties other than the Club Facilities may not be used for any commercial purposes, or for gain except for letting in terms of which the tenant shall be required to be self catering and self sufficient with no outside catering, management, entertainment or other services being provided during their stay.
- 2.3 Part of the CWE Estate falls within a greater conservancy known as the Chaminuka Nature Reserve ("CNR") and the wildlife is owned by CNR. The Developer will maintain the direct relationship with CNR, an affiliated entity, and rules of conduct for the members of the Association as they relate to CNR, described herein and to be observed by the members, may change from time to time and the Developer will make those known to the Association. The Developer and CNR are contemplating a form of membership plan to CNR and the Chaminuka Lodge for the Association members, with the aim to provide advantageous benefits to those members wishing to use the well established services and features they offer to guests.

3. ENVIRONMENT

- 3.1 The estate exists under authority of an environmental authorisation granted by the Zambian Environmental Management Agency.
- 3.2 The record of decision sets out conditions to the Developer and CPL Limited for the utilisation of the CWE Estate.
- 3.3 Each member is hereby aware of the existence of the Zambian Environmental Management Agency and that the Developer is setting rules in compliance with such authority.

4. VEHICLES

- 4.1 The CWE Estate will have foot paths for walking, hiking, and non motorized vehicles.

- 4.2 Vehicles must be driven on the CWE Estate residential/Club road network and driveways.
- 4.3 All member vehicles shall contain the official CWE Estates logo as determined by Developer for ease of entry to the CWE Estate.
- 4.4 All non member vehicles and visitor vehicles will need to be confirmed at the CWE Estates gate in order to obtain entry.

5. **ROADS**

- 5.1 All roads within the estate are for the movement of occupants, whether by foot, or in an authorized entry vehicle.
- 5.2 Within the estate are main designated thoroughfare roads, link roads to dwellings and foot paths.
- 5.3 Members may only travel on roads designated as thoroughfare roads by the association and may travel on foot or non-motorized means on the game viewing foot paths, other foot paths. Members shall obey such signage signifying various roads and game viewing paths. The Developer from time to time may make such regulations in this regard.
- 5.4 Only the owners of property may travel on a link road to a dwelling on that property.
- 5.5 The speed limit within the estate shall be 30 kph and road signs displaying this limit will be placed in and around the road system.
- 5.6 All no entry signs must be strictly adhered to.
- 5.7 Save for the above, all enacted traffic legislation shall apply.
- 5.8 Parents are responsible for ensuring that their children do not cause a nuisance on the road system.
- 5.9 Residents are reminded that wildlife and game will frequently cross roads and speed limits must be obeyed.

6. **GOOD NEIGHBOURS**

- 6.1 No business activity or hobby shall be conducted on any property which will cause aggravation or nuisance to fellow residents or which interferes with the expected tranquil nature of the estate, without written approval from the Association.
- 6.2 The volume of music, electronic instruments, entertainment or activity of domestic employees should be at such level as not to cause nuisance to any other residents or wildlife on the estate, or on any adjoining properties.
- 6.3 The use of power tools should be restricted to the following hours:
07:30 to 18:00 Monday to Friday
- 6.4 No washing should be hung on lines unless screened from all roads and neighbouring properties.
- 6.5 Refuse must be properly retained from all wildlife and collection of refuse will be on a system determined by the Association from time to time.

7. **IMMEDIATE SURROUNDS**

- 7.1 Every property owner shall be responsible for the maintenance of the building area of his property only. For the purposes of these rules, the building area for all properties except for the Club Facilities shall be a within 5 m of the property limits recorded in the initial purchase agreement for a property. The building area for the Club Facilities shall be as decided by the Developer. All other areas shall remain part of the CWE Estate over which the association and its members has a right to traverse.
- 7.2 Caravans, trailers, boats, all garden storage buildings and non-permanent structures as well as equipment, tools, vehicle engines and parts, should be sited out of view and screened from roadways or neighbouring properties, to the satisfaction of the Association.
- 7.3 No building waste material or garden waste may be dumped anywhere and must be removed from the estate immediately by the property owner or through the refuse removal policy of the Association.

- 7.4 Gardens should be created from indigenous flora only and then only in the building area. The Association or the Developer has the right at any time to restrict the creation of gardens should the association be of the opinion that they are not in keeping with the flora of the estate. No non-indigenous, noxious or prohibited flora shall be planted anywhere on the CWE Estate, other than lawn.
- 7.5 No poisonous chemicals may be discharged anywhere on the estate.
- 7.6 The use of any part of the estate by residents is entirely at their own risk and the Developer and the Association assumes no responsibility therefor.

8. **USE OF THE ESTATE**

- 8.1 Residents shall have the right of access over the CWE Estate (defined as the overall property shown on the CWE Estates site plan) for the purposes of walking and game viewing but shall not interfere with any flora or fauna.
- 8.2 Animals shall at all times have right of way within the CWE Estate.
- 8.3 No dogs, cats or any domestic animals or birds are permitted on the estate
- 8.4 The onus shall be on a resident at all times to see to his or her own safety when walking or game viewing. The liability for the consequences of any injury sustained on the estate from whatever cause shall rest with the injured party. Each member by virtue of its membership hereby indemnifies the Association and the Developer, and agrees to hold each harmless from and against any claim, loss, demand, liability, cost or expense of whatsoever nature that the Association and or the Developer may incur as a consequence of the member, his guests, servants or invitees occupying or being present on the CWE Estate.

9. **GAME**

- 9.1 All game within the CWE Estate remains the property of the CNR.
- 9.2 The Developer, in coordination with CNR, will institute a game management program suitable for CWE Estates subject to any conservancy agreements to which they may be a party to.

- 9.3 No person other than as aforesaid shall have any right to do anything in connection with the management of game within the estate.

10. **PRESERVATION OF WILDLIFE ESTATE**

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

- 10.1 not chase hunt, shoot, trap, fish, molest, or in any way interfere with the indigenous wild life of the estate, provided that residents may from time to time be permitted to fish at certain pre-determined areas, and according to such rules as the association may determine and then only with the appropriate licences being granted by the relevant authorities;
- 10.2 prevent brush fires and avoid the creating of fire hazards;
- 10.3 not create any disturbing noise;
- 10.4 not make any new foot paths or new roads;
- 10.5 not establish or create any feeding or drinking point for game nor feed any animals or birds on the CWE Estate;
- 10.6 Any maid's quarters shall be within the same structure as the main residence of the property; Developer will consider setting up an area for servants quarters catering to the CWE Estate.
- 10.7 not make any fires other than in areas specifically designated therefore;
- 10.8 not drive in river beds or predetermined river bed roads other than at designated river crossings;
- 10.9 not house on the estate a caravan;
- 10.10 drive only on clearly defined roads within the boundaries of the estate;
- 10.11 not take steps to set up camp on a temporary or permanent basis;

- 10.12 not allow any child under the age of 12 (twelve) years on the CWE Estate unless accompanied by and under the supervision of an adult of 18 (eighteen) years of age or older;
- 10.13 not park unattended vehicles in areas other than those designated by the Association from time to time, exception for the Developer's vehicles used to oversee the CWE Estate from time to time;
- 10.14 not introduce any motorised generators or power plants onto the estate, without the prior written consent of the Association; Power inverters back up and gas stoves are encouraged as alternatives to generators.
- 10.15 not introduce any motor cycles or other motorised vehicles onto the estate save those to commute directly from the entrance of the estate to a residence;
- 10.16 not drill any holes, including boreholes, on the estate without the prior written consent of the Developer;
- 10.17 not erect any fences on a property or within the estate.
- 10.18 maintain the exterior of any residential improvements, including the paint work, thatching, pipes and windows, in a good and sound condition to the reasonable satisfaction of the directors. Should the owner of a property not adhere to this rule, the Association shall be entitled, but not obliged to take such steps as may be necessary to make such repairs at the cost of the owner.

11. **ENVIRONMENTAL MANAGEMENT**

- 11.1 No rubble, waste or refuse of any kind shall be dumped or discarded in any undeveloped areas or stands, public area, open space, road, water feature or stream. All rubble, waste and refuse will be removed according to the policy of the Association and Developer from time to time.
- 11.2 Residents using open space for any reason are to leave it in the same state in which it was found.
- 11.3 Picnicking shall not be permitted on estate other than in specially approved and demarcated areas which may be altered from time to time by the Developer.

- 11.4 Certain areas may from time to time be cordoned off as "no go areas" should the Developer or the Association or in its sole discretion decide that this would be in the interests of the flora or fauna of the estate.

12. SECURITY

- 12.1 Security is an attitude. It is for each member's own benefit and for the benefit of the entire community.
- 12.2 The security guards and the controlling security rules and systems in place from time to time shall not be abused by any person.
- 12.3 Security protocol at any secured entrance shall be adhered to at all times.
- 12.4 Any ID card system for permanent workers, temporary workers, CWE Estate staff and contractor representatives and their employees must be conscientiously enforced by every owner and every person in his or her employ.
- 12.5 Every owner must request his or her visitors and contractors to adhere to security protocol. Formalities and rules relating to access by visitors shall be determined by the Developer in consultation with the Association from time to time.
- 12.6 All occupants who require security in their dwelling are requested to install their own security system of the type recommended by the Developer.
- 12.7 The estate security will be manned 24 hours a day, on a basis to be determined from time to time by the Association and the Developer.
- 12.8 Vehicle security stickers must be affixed to vehicle windscreens to assist guards in the performance of their duties.
- 12.9 All owners and approved lessees shall be provided with security access cards of a type to be determined and consistent with the central security system selected.
- 12.10 All persons entering the estate, including owners will be required to sign such entry permits as the Developer and Association may from time to time require.

13. TENANTS, VISITORS, CONTRACTORS AND EMPLOYEES

- 13.1 Should an owner let his property, subject to the rules and restrictions contained herein, he shall inform the Association in writing in advance of the lessee taking occupancy on the form to be provided by the Association. The owner shall inform the lessee of rules of the CWE Estate herein and that such lessee shall be bound by these rules. Despite the foregoing the owner shall at all times be accountable for the actions of his lessee.
- 13.2 Owners and approved lessees shall be liable for the conduct of their visitors, contractors and employees at all times.
- 13.3 Owners are to ensure that contractors in their employ have signed a Contractors Code of Conduct and that they abide by the code.
- 13.4 All other persons requiring access to a property shall be permitted access only with the consent of security.

14. ARCHITECTURAL DESIGN GUIDELINES

- 14.1 All building plans must be in accordance with the CWE Architectural Guidelines And Building Specifications ("CWE Architectural Guidelines") applicable to the CWE Estate and must be approved by the Developer and the Architect and Aesthetic Committee. This applies also to any subsequent alterations and additions to existing structures.

15. LETTING AND RESELLING PROPERTY

- 15.1 Should an owner wish to sell his property, only an accredited estate agent as envisaged in 15.6 may be selected to manage the sale or lease, if the owner does not conduct the sale or lease himself.
- 15.2 The owner and any accredited agent must ensure that a purchaser is made aware of all the rules and constitutions applicable to the entire development.
- 15.3 The seller or lessor of a property within the development shall ensure that the sale or lease agreement contains the following clauses:
- 15.3.1 **Sale**
- 15.3.1.1 This agreement is subject to the consent of the Developer.

- 15.3.1.2 The purchaser acknowledges that the property may not be transferred until the purchaser has agreed to become a member of the CWE Home Owner's Association and agrees to be bound by its constitution and all other rules and regulations applicable to the entire development, for so long as he is the registered owner of the property.
- 15.3.1.3 The property may not be subdivided.
- 15.3.2 **Lease**
- 15.3.2.1 The lessee acknowledges that upon occupation of the premises, he and his family, his employees and invitees shall abide by all rules and regulations of whatever nature applicable to the control, management and running of the estate as may be applicable from time to time.
- 15.4 Accredited agents may only operate on an appointment basis and must personally accompany prospective parties to a property for sale or for lease. No signboards shall be erected under any circumstances unless duly approved by the association, save for those to be erected by the agent of the developer or its successor-in-title from time to time.
- 15.5 The seller or lessor shall personally ensure that the lessee or purchaser is informed about and receives a copy of all documentation applicable to the control, management and running of the estate, as may be applicable from time to time.
- 15.6 For so long as the Developer requires, an estate agent approved by the Developer will be the only accredited agent that may be appointed by the association unless the said Developer agrees otherwise. Thereafter an estate agent is accredited after signing an agreement with the Association, to the effect that such agent shall adhere to the stipulated procedures applicable to the sale or lease of a property in the estate, having been familiarised with respect to all documentation relating to the transaction and the control, management and running of the estate.
- 15.7 The Developer reserves the exclusive right to review the accreditation of any agent and the policy relating thereto from time to time other than the agent approved by the developer as envisaged above.

- 15.8 A member may not sell or advertise for sale a property to a third party without the written consent of the Developer until such time as the Developer has sold all the properties on the estate, or until the member has completed a house to the specifications that adhere to the Architectural Guidelines. The Developer will have a right of first refusal on the sale of an undeveloped plot.
- 15.9 The Developer has the right from time to time to appoint an outside manager of the CWE Estate for periods of up to 5 years at a time to manage the CWE Estate on behalf of the Developer.

16. ADMINISTRATION

- 16.1 All levies are due and payable in advance to the Developer and or Association on the first day of each month and interest will be raised on overdue accounts at a rate to be determined from time to time by the association. A further penalty shall be raised on accounts in excess of 60 days. Such penalty shall also attract the interest charge.
- 16.2 It is to be recorded in the Articles of Association of the Association that the Developer of the CWE Estate, is not liable to pay levies on any property owned by it in the CWE Estate.
- 16.3 The Developer via its managers and the regulatory process may amend, add or delete any regulation from time to time as deemed necessary for the benefit of all residents and in the interest of sound management practices.
- 16.4 The Association via its Trustees/Directors shall have the right to fine transgressors of any regulations in relation to its seriousness. Such fine shall be recovered via the levy invoicing system.
- 16.5 All levies are due and payable as set out in the Contract of Sale.

17. CONDITIONS WITH REGARD TO ALL CONTRACTOR ACTIVITY

17.1 **Introduction**

- 17.1.1 The association has adopted certain rules and regulations relating to Contractor activity within the estate, the present rules and regulations being those recorded in Annexure "B" of the CWE Architectural Guidelines.

17.1.2 The primary intention of the provisions in the CWE Architectural Guidelines and its Annexures, is to ensure that all building activity occurs with the least possible disruption to members/residents on the environment. In the event of any uncertainty, members and/or their contractors are most welcome to contact the Developers appointed project manager.

17.2 **Legal Status**

17.2.1 The conditions governing building activity which are set out in this document are rules adopted by the Association and are therefore binding on all owners, their contractors and sub-contractors. Furthermore, all owners are therefore obliged to ensure that their contractors and sub-contractors are made aware of these conditions and comply strictly with them.

17.2.2 Owners are therefore required to include these conditions in their entirety in any building contract concluded in respect of property within the estate, and all such contracts shall be required to be submitted to the Developer for prior approval.

17.2.3 The Developer, via its designated project manager, has the right to suspend any building activity in contravention of any of the conditions herein, including the design guidelines, and the Developer, nor the Association accepts no liability whatsoever for any losses sustained by an owner as a result hereof.

17.3 **Conditions Regarding Selection Of A Building Contractor**

17.3.1 No contractor is permitted onto the estate unless he has concluded a contractor's agreement with the Developer and paid the required deposit.

17.3.2 A member may request the Developer via its project manager to appoint a contractor from a list of recommended contractors to construct any building for which plans have been approved within the design guidelines.

17.3.3 A member may nominate his own contractor to undertake building provided that such contractor receives approval from the Developer via the project manager and operates within the design guidelines.

17.3.4 The project manager, his appointed representative or the registered architect of the resident, shall be responsible for monitoring the adherence to these conditions and the design guidelines as set out from time to time.

17.4 Conditions Regarding Building Contractor Activity Within The Estate

17.4.1 All workers of contractors and sub-contractors will abide by the “Rules of Conduct for Contractors, Sub-Contractors and Suppliers Operating within the CWE Estates”, Annexure B of the CWE Architectural Guidelines (“Contractors Rules”).

17.4.2 The Contractor Rules will stipulate entry conditions for all workers of contractors and sub-contractors, hours of work, conditions of work, storage of equipment, fines and more.

ANNEXES

ANNEXURE - ARCHITECTURAL GUIDELINES AND BUILDING SPECIFICATIONS