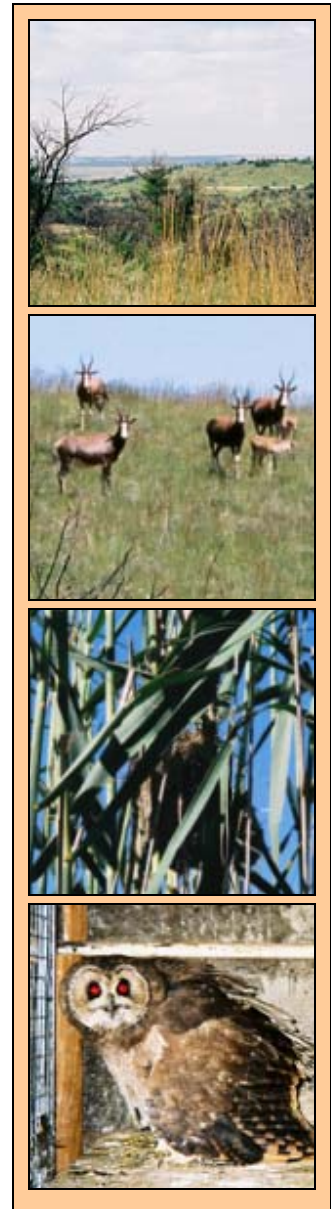


Guide to the Klipkop Conservancy and Landowners Association

version 1.4



Klipkop. The Buck Stops Here.

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Introduction

Klipkop was declared a conservancy in 1995. The hope was that special dispensation relating to land taxes, re-zoning and infrastructure development would be forthcoming from the South African government. Subsequently, we learned that a conservancy classification affords its inhabitants little by way of subsidies or protection under the law. In isolation, it is worth next to nothing.

In 1998, the Klipkop Landowners Association was formed to create a legal entity (section 21 company) which could at least represent the interests of an area within the Conservancy demarcated as the Game Reserve.

The concept was novel, earning the Klipkop Conservancy NedBank / The Green Trust's Award for Best Emerging Conservancy in 2001. The idea is that property owners within the Conservancy lease land back to the Landowners Association, and in doing so, extend the Game Reserve. The Reserve is maintained for its environmental value and aesthetic beauty - a piece of Africa, conserved in all its natural splendor, for the benefit of man, bird and beast alike.

The Landowners Association stands as the best form of protection we have in the face of government, commercial and private development. *To be afforded this protection, you must be a member of the Association.* Reflect for a moment on what you love about Klipkop. Joining the Association will be a form of insurance. Join for your own sake, as well as for the wildlife and wilderness so much a part of Klipkop and South Africa.

Our goal is to see the Game Reserve fully incorporate the areas known as Klipkop, Tweedragt, Kameel Zyn Kraal, Boschkop and Tiegerpoort – a total of over 5,000 Ha. At its current size of 1240 Ha, there is still a great deal of work to be done.

The purpose of this document is to provide insight into the key elements, features and benefits of our unique “conservation” project. It cannot, and does not, act as a substitute for a thorough examination of the Constitution or Lease Agreement. References are made to sections within the afore mentioned documents to assist you in becoming familiar with them.

We understand that the decision to join the Association is a significant one. Therefore, we encourage you to seek whatever counsel you need to reach your decision – from myself, other members of the Association, or external professionals.

On behalf of the Landowners Association, we sincerely hope you will join us. The Reserve is for the benefit of all members. Help us protect and shape its future.

Mary Lewis
Chairman, Landowners Association

Why Join?

The primary purpose of the Landowners Association is to unite the people of Klipkop in uncertain times.

We have all watched in horror as law and order has disintegrated under the Mugabe regime in Zimbabwe. Everything and everyone has suffered – the people, the wildlife and the environment. What stands between South Africa and a similar fate? Hope lies in human decency and the resolve to create voices of reason within the community which cannot be easily silenced.

Klipkop will be put under immense pressure in the coming years, due to:

- the apparent declining government interest in conservation,
- the redistribution of funds to other national priorities such as HIV/AIDS,
- the growing urban sprawl centered around Pretoria and Johannesburg, and
- the need to secure more land for previously disadvantaged communities.

To remain undisturbed by government initiatives and commercial development, Klipkop will need to present a strong case to the community and to any court of law.

What is particularly disappointing is that few property owners have *demonstrated* their concern for the future of Klipkop by joining the Association. How will it be possible to sway public opinion and enlist support when it becomes apparent that so few people seem to care?

Carefully consider what is at stake.

Land Grabs

As recently as July 2004, squatters were being forcibly removed from plots within the Klipkop Reserve. Law states that within 24 hours of a shack being established, the onus is on the squatter to prove the land is rightfully his. After 24 hours, the onus is on the landowner to prove the squatter shouldn't be there. Under the current government, the discovery process can take months, before the case even reaches the courts. Meanwhile, the squatters continue to live on the land, attracting further families. It doesn't take long for 5 people to turn into 500.

As part of becoming a member, it is necessary to record the lease to the Landowners Association in the title deeds. You may wonder why. The reason is that it provides legal leverage against squatting. An eviction notice will be immediately forthcoming where a lease pre-dates the squatter activity. It is irrefutable evidence of "land purpose" in a court of law.

Please be assured that you remain the lawful property owner at all times throughout the lease; there is no transfer of title.

Protection Under the Law

As mentioned previously, every property within Klipkop is considered part of the Conservancy. However, as far as the Government is concerned, a conservancy is a private conservation initiative which is not afforded the same legislative protection as state-controlled areas (e.g. nature reserves, national parks). Klipkop is not as “safe” as we all might have thought.

Emergency Response and Mutual Assistance

Could you rely on police attendance if you were in urgent need of assistance in the middle of the night? It’s unlikely. You can turn to other members of the Landowners Association in moments of crisis, or when you would appreciate assistance with any maintenance or general work on your property (e.g. fire break burning, fencing etc). The Association is about building a sense of community, not just the physical manifestations of one.

Government Attention

As has been demonstrated many times in the past, the Government prefers to deal with groups. Whereas an individual is a “lone voice in the wilderness”, a group presents strength in numbers. Only then can the Government ill afford not to listen.

The Landowners Association undertook to register Klipkop with the Gauteng Conservancy Association (GCA) in 2003, which in turn is registered with a national body, NACSA. The purpose of forming the provincial and national associations was to strengthen the “voice” of conservancies in South Africa and force the appointment of a liaison officer within the Gauteng Department of Agriculture, Conservation and Environment (GDACE). The Department obliged. Now at least conservancies have a “foot in the door” when it comes to influencing government policy. Clearly, gaining the widest possible support base for any approach to the Government is critical.

Media Attention

The media is more inclined to follow a story which concerns an entire community. For better or worse, the media is a powerful force in modern society. Any case is easier to fight with the media on your side. The Rhenosterspruit Conservancy, with the media’s assistance, managed to prevent two mining companies that were buying up rights to move in and start mining.

Critical Conservation Initiative

Bankenveld is a vegetation type faced with an uncertain future. Less than 1% is protected under formal government conservation programmes. From an environmental perspective, this affords Klipkop a tremendous opportunity to become a critical conservation initiative. From a scientific perspective, it could enable Klipkop to be well placed as a destination for academic studies, lifting its profile on the environmental stage. It may be the route through which the Landowners Association can lift the Conservancy's rating to nature reserve or perhaps even a heritage listing.

Investment in Game

The value of game has appreciated in the past few years. However, to invest in game requires a permit, which in turn requires land ownership of over 50 Ha. Joining the Landowners Association and sharing in the 400 Ha reserve enables you to partake in this investment opportunity. In addition, if game is sold due to overcrowding on the reserve, the proceeds are divided 50 / 50 among land owners and game owners, and then on a pro-rata basis with respect to land and game units held. In other words, land owners who are also game owners "double-dip" into the revenue from the sale.

Preservation

The purpose of the Landowners Association is truly preservation – equally at the property and environmental levels. The Constitution, which binds every member of the Landowners Association (executive and non-executive), is **very** specific about the use of land. The land you lease to the Association will be used **exclusively** for the enlargement of the Game Reserve.

The Association has no claim to your land other than as a lessee. You remain the lawful owner of the property throughout the lease, after the lease expires or is terminated for any reason. Access to your land can neither be denied, nor can that land be altered in any way without your express permission. If the Association itself dissolves, then so does the lease arrangement. The Landowners Association simply represents your interests and consolidates resources directed towards the protection and preservation of your property.

Can a price be placed on the good fortune we all have to look from our homes onto African wilderness instead of urban streets? It is our responsibility to safeguard this place of timeless beauty and tranquility for our pleasure and those of generations to come. ■

How to Apply

Prerequisites for Membership

You must own at least 20 Ha of land, adjacent to the existing Reserve, in the Klipkop, Tweedragt, Kameel Zyn Kraal, Boschkop or Tiegerpoort areas.

Application Process

Four documents are relevant to the application process, namely;

-  *Guide to the Klipkop Reserve and Landowners Association* (namely the Application Form)
-  *Klipkop Landowners Association Constitution* (dated 24th May 2005)
-  *Klipkop Landowners Association Code of Conduct* (dated 24th May 2005)
-  *Klipkop Landowners Association Lease Agreement* (dated 24th May 2005)

These documents can be made available on CD-ROM or in printed form.

The *Lease Agreement* offers you two options:

Option 1: a 25 year lease with an option for a further 25 years, or

Option 2: a 5 year renewable lease

The lease pertains to the whole property, excluding buildings, and will be used exclusively to enlarge the Game Reserve area.

The terms and conditions applicable to the lease options are identical, other than a membership restriction on option 2. Members of the Association who have opted for the 5 year renewable lease are unable to stand for election to the Executive Committee.

You must complete the *Klipkop Landowners Association Application Form* and *Klipkop Landowners Association Lease Agreement* and forward to the offices of the Klipkop Landowners Association, at the address indicated on the form.

A successful application will be acknowledged with a *Letter of Acceptance*. The Association will also issue a *Clearance Certificate* summarising proper use of the land as given by the Constitution.

Finally, you are required through the attorneys of the Association, to register the lease in the title deeds of the property.



Constitution: section 7.3; Lease Agreement

Rights of Membership

Once your application to join the Association is approved, and all associated fees are paid, you will be considered a voting member.

Each voting member is entitled to cast a number of votes (P) as determined by the following formula:

For members **without** farming activity on their land: $P = 2X$
For members **with** farming activity on their land: $P = X$
where X is the number obtained by dividing the number of hectares leased to the Association by 20 and rounding down to the nearest whole number.
e.g. A member leasing 65 Ha without farming activity would be entitled to 6 votes.

The annual general meeting is held in the vicinity of the Game Reserve every year. Notification of the date and time is provided in writing 21 days prior to the event.

Special general meetings can be held at any time and place deemed convenient, and are also convened with at least 21 days notice.



Constitution: sections 7, 8, 13 – 18

Income and Expenditure

Rental Income

The Association compensates its members by paying:

- R100 per annum, or pro-rata in the first year of lease, for every full 20 Ha leased, payable on the 30th September each year.
- A pro-rata allocation of “game units” based on the size of land leased as a portion of the total reserve. The relative and absolute value of the “game units” is determined by the Executive Committee of the Game Owners Association, based on actual prices and scarcity of animals at the 30th September each year.

In the event that animals are sold by the Association, the proceeds received will be divided 50 / 50 between land owners and game owners, and then on a pro-rata basis with respect to land and game unit holdings.



Constitution: section 9

Expenditure

The Landowners Association, although an incorporated entity, functions on the principles of a not-for-gain organisation. The monies payable to the Association will not be used for any other purpose than to serve and protect the Game Reserve, and where possible, compensate the land owners for their support.

The admission fee and development fund levy must be paid in cash. All other payments can be paid in cash or in kind (e.g. labour, materials). Understandably, payments in kind need to be agreed with the Executive Committee in advance of the amount falling due.

The maintenance levy covers expenses incurred in the upkeep of the Reserve.

Subject to the approval of members, other levies may be charged from time to time to finance special expenditure, and would be apportioned on per-hectare-leased basis.

	Amount	Payment	Schedule
Admission Fee	R1,000	cash only	on acceptance
	legal costs, revenue for investment to fund annual rent payments		
Development Fund Levy	R249,000	cash or kind	on acceptance
	fencing costs and other infrastructure development		
Maintenance Levy	R500 per 20 Ha leased	cash or kind	monthly
	fence checks, erosion control, roads and grid maintenance, firebreaks, equity to fund loan accounts, game acquisition and general working capital.		
Exit Fee	0,5% of consideration received	cash or kind	on disposal of land
	equity to fund loan accounts and subsidise payments of members in financial difficulty		

Figure 1 - Schedule of Payments to Landowners Association



Constitution: sections 9, 25, 26. Code of Conduct Annexure A.

Financing

If money owed to the Association cannot be paid, finance can be obtained through a loan account facility.

The loan account, whether in credit or debit, will attract or earn interest at the prime interest rate as published by the Standard Bank.

The loan account may be reduced by;

- delivering cash or cheque to the Executive Committee of the Association
- delivering services in kind as agreed by the Executive Committee, or
- allocating allotted “game units” to the Association.

While money is owed, voting rights are forfeited.

If you wish to sell your property, your loan account must be settled before a *Clearance Certificate* will be issued by the Association. Anyone who is owed money by the Association must accept “game units” as payment.



Constitution: sections 9, 10. Code of Conduct: section 4.

Obligations in Regard to Land Usage

Conservation

Conservation activities should be carried out according to best practice as considered by the Department of Nature Conservation, or by the Executive Committee.

You are liable for infringements to the Constitution committed by any person you invite or allow onto the Reserve, including employees, visitors, pets, or family members. The Executive Committee is entitled to impose disciplinary action or claim damages as if the infringement or act had been committed by you yourself.



Constitution: section 5. Code of Conduct: section 2

Compounds

The maximum number of compounds allowed on each 20 Ha area is two, unless more than two compounds already exist on application and the application is approved. Height and visual impact restrictions apply in relation to any new constructions and therefore plans must be approved by the Association before building commences.

The cumulative size of all compounds on the property cannot exceed 2 Ha per 20 Ha owned, unless again the size of the compounds already exceeded 2 Ha on application and the application is approved.

Domestic buildings can only be for private use and cannot be utilised for public activities or business except with permission. You are, however, entitled to allow housing for employees and their families within the compounds. In the event you already operate a business, the Association will consider the application to continue with the application for membership. Squatting is not permitted at any time.

No property, either in part or in its entirety, can be involved in any time sharing scheme, share block scheme, sectional title development or equivalent without the written consent of the Executive Committee.



Constitution: section 7. Code of Conduct: section 2.

Fencing

Boundary and internal fences within a property must be removed within 3 months of acceptance to the Association, to allow game full access to the new area within the Reserve. Failing this, the Association will undertake the clearing on your behalf and at your expense.

The Landowners Association will undertake the erection of a game fence around your compound(s). Costs are covered by your Development Fund Levy contribution.



Constitution: section 9. Code of Conduct section 2.8

Subdivision

The sub-division of land is only permitted where the resultant portions are not less than 20 hectares each; the sub-division of land less than 20 hectares is not permitted whatsoever. This restriction is binding on all successive property owners.



Code of Conduct: section 2.6

Introduction and Hunting of Animals


You cannot hunt, trap and/or kill any wild bird, reptile or mammal of any description within the Reserve, except in the case where you have applied for a permit from the Association to address the issue of problem animals e.g. feral cats. You cannot apply directly to any statutory authority for a hunting permit, for recreational or vocational purposes. Any permit issued by this means will have no merit within the Game Reserve.

If you kill or wound game without a valid permit, unless acting in self defense, you will be liable to the Association for compensation to an amount not exceeding the commercial value of the animal(s), in addition to any statutory fines or penalties imposed.

The Executive Committee has the right to capture or shoot game as they may deem advisable or necessary and to trade them commercially. The proceeds will be treated as income of the Association.

Birds, reptiles or mammals cannot be released into the Reserve without the consent of the Association. This is to ensure that the appropriate environmental assessment is done and that the Reserve is capable of supporting the number and type of animals.

We ask that all foreign materials that may hurt or poison any bird or animal be cleared from the land within 3 months of acceptance into the Association. Obviously, it is vital to maintain the health and safety of all wildlife.

 *Constitution: section 10.5. Code of Conduct: section 2.7*

Domestic Animals

Pets are a lovely addition to any family, but they can do a significant amount of damage if allowed to interact unsupervised with the environment and wildlife.

For this reason, all compounds must be fenced in such a way that no domestic animal can escape into the Reserve. All domestic cats should be spayed and veterinarian certificates supplied to the Association. Dogs cannot be housed within the Reserve, and should be properly harnessed when within the Reserve.

Any damage caused by domestic animals will be at the owner's expense.

 *Code of Conduct: section 2.4*

Farming Activity and Agricultural Animals

Permission is required to keep or graze cloven hoofed animals within the Reserve, for private or commercial purposes. Horses are not regarded as agricultural animals, nor specifically related to farming activity. Horses can therefore be kept within the Reserve providing movable fences are available.

Permission must also be obtained from the Association to either commence or continue farming practices. Farming and agricultural activity is subject to strict conditions as given in the Constitution.

If farming practices cease, all costs of fence removal and erection required to incorporate the farmed area into the Reserve will be at the property owner's expense.



Code of Conduct: section 2.4

Emergencies

In the event of fire or any other emergency situation, you and your employees will be required to assist the Game Reserve Warden address the emergency, free of charge.



Code of Conduct: section 2.8

Disposal of Property

In the event that you wish to sell your property, or a portion of it, the first right of refusal must go to other member(s) of the partnership (if applicable) and thereafter to other (voting) members of the Association.

The full particulars of the offer must be delivered or posted to the Association at its registered address. The Executive Committee then has a period of 21 days after receipt of the notice in which to advise other members of the offer. Any member wishing to accept the offer is required to notify you in writing before the expiry of the 21 day period.

If more than one member expresses interest in the property, you are entitled to nominate the preferred recipient of the offer. If no member expresses interest, then you are entitled for a period of 1 year after the conclusion of the 21 day period to sell the property to any third party at a price not less than that stated in the original offer and on terms no more advantageous than those offered to the other members of the Association.

On any arrangement being concluded for the sale of land in the Reserve, an exit levy of an amount equal to 0,5% of the consideration received (whether in cash or in kind, including any interest payable) for the land is payable to the Association.

The transfer of property to a spouse, children, family trust or company in which the member controls all shares or interest, is not considered a sale and is not subject to the aforementioned levy.



Constitution: section 11

Termination

The Constitution is binding upon each member or former member of the Association until such time as the property owner has ceased to own, or lease, land in the Reserve, and the Executive Committee has confirmed in writing that the transfer of land has complied with the requirements of the Constitution in regard to:

- (i) the sale or disposal of land, and
- (ii) the application by the new owner for membership of the Association.

Anyone who fails to fulfill their obligations with respect to the use of the land, the sale or disposal of land, or any change in shareholders, members or beneficiaries of the Association, may have their membership rights suspended. Disciplinary action may also be taken.

Anyone who hunts or kills any animal within the Reserve, without prior approval, will be automatically expelled.

Anyone who fails to pay money owed to the Association within 21 days after receipt of demand in writing, or who acts in a manner detrimental to the interests of the Association or Reserve, or who has been guilty of any grossly improper conduct, may also be expelled.

In the event of expulsion, members have the right of appeal to a special general meeting. The termination date is the date of expiry of the time allowed for an appeal, or if an appeal has been lodged, the date of decision of the appeal. The member remains fully liable to the Association for all amounts owed as at the termination date, and is obliged to carry out all outstanding obligations to the Reserve.

The Association is entitled to fence-out expelled member's land from the Reserve.

On the death, insolvency, liquidation or dissolution of any member, all membership rights will be immediately suspended, unless otherwise advised by the Executive Committee.



Constitution: section 10. Code of Conduct: section 5.

Liability

Limitations of Liability

With regard to claims against the Association, or its dissolution, your liability as a member is limited to the payment of unpaid subscriptions or other debts due.



Constitution: section 30

Indemnity

By joining the Association, and thereby agreeing to comply with the terms of the Constitution, you indemnify the Association, its Executive Committee, and any officers or employees, acting within the scope of their duties, against any loss or damage from any claim whatsoever, including damages sustained from the use of facilities within the Reserve, or arising from any lawful act or omission on the part of the Association, its Executive Committee, its officers or employees.



Constitution: section 31

Appendix A – Current Members of the Association

Property Owners	Plot
Karl Gribnitz	KK64, 26, 19, 17, 16, 10, 8; TWD00, 03, 63, 65
Tony Prince and Mary Lewis	KK30, 24, 21
Len and Hantie Joubert	KK18
Du Toit	KK22
Nico and Ellen Smith	KK25
Solomon Mosolow	KK71
Ren Lubinge	TWD02

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Landowners Association Application Form

1. Applicant Details

Name	<input type="text"/>
	<input type="text"/>
ID/Registration Number	<input type="text"/>
Postal Address	<input type="text"/>
	<input type="text"/>
	<input type="text"/>
Telephone Number	<input type="text"/>
Fax Number	<input type="text"/>
Email Address	<input type="text"/> @
	<input type="text"/>

2. Voting Member Details (if different from Applicant)

Last Name	<input type="text"/>
First Name	<input type="text"/>
ID/Registration Number	<input type="text"/>
Postal Address	<input type="text"/>
	<input type="text"/>
	<input type="text"/>

Special Endorsements	<hr/> <hr/> <hr/> <hr/> <hr/>
Commencement Date of Lease	<div style="display: flex; align-items: center; gap: 10px;"> <div style="display: flex; gap: 5px;"> <input style="width: 30px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 30px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 30px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 30px; height: 20px; border: 1px solid black;" type="text"/> </div> / <div style="display: flex; gap: 5px;"> <input style="width: 30px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 30px; height: 20px; border: 1px solid black;" type="text"/> </div> / <div style="display: flex; gap: 5px;"> <input style="width: 30px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 30px; height: 20px; border: 1px solid black;" type="text"/> </div> </div>

The undersigned applicant, by signing this document , hereby acknowledges that he/she accepts the terms of the Klipkop Landowners Association *Lease Agreement*, and that he/she has read the Klipkop Landowners Association *Constitution* and *Code of Conduct* and is willing to be bound by them.

THUS DONE AND SIGNED ON THIS THE _____ DAY OF _____ at KLIPKOP AND IN THE PRESENCE OF THE FOLLOWING WITNESSES

For the Klipkop Landowners Association	Print Name
For the Applicant / Member	Print Name
Witness	Print Name