

## **MEMORANDUM OF AGREEMENT**

**MADE AND ENTERED INTO BY AND BETWEEN:-**

**THE FINKENSTEIN HOMEOWNERS ASSOCIATION**

**(herein represented by \_\_\_\_\_, duly thereto authorised)**

P O BOX \_\_\_\_\_

\_\_\_\_\_

TEL: \_\_\_\_\_

(hereinafter called the FHA)

AND

**MOLTKEBLICK GAME FARM (PROPRIETARY) LIMITED**

**Company number 94/488**

**(herein represented by GERHARDUS DANIEL BURMEISTER, duly thereto authorised)**

P O BOX \_\_\_\_\_

TEL: \_\_\_\_\_

(hereinafter called the MGF)

**THEUNISSEN, LOUW & PARTNERS**

**Schutzen Haus, no. 1 Schutzen Street**

**WINDHOEK, NAMIBIA**

**Tel : 237856 / Fax : 228335**

**e-mail: [attorneys@theunissenlouw.com](mailto:attorneys@theunissenlouw.com)**

**WHEREAS** Moltkeblick Game Farm (Pty) Ltd has established a game farm on the land adjacent to the township to be established by the Finkenstein Development Trust on a portion of the farm Finkenstein no. 71.

**AND WHEREAS** FHA wishes its members to participate in the long term nature conservation and utilization strategy of MGF, and the latter consented thereto subject to the terms and conditions contained herein.

**NOW THEREFOR** it is hereby agreed:

1. MGF will allow restricted access to the members of FHA to the portion of Moltkeblick indicated by the figure XYZ on the sketch plan annexed hereto as annexure "A" (the Park Area).
2. MGF will at all times be entitled to enter upon any members erf for the sole purpose of game management.
3. Members of FHA will, for the purpose of this agreement, in the event of a company, close corporation or trust, also include the directors shareholders, membership holders and or trustees.
4. Any member wishing to enter into any other part of the farms, with a 4 x 4 motorcar, on horseback or with a bicycle may do so with prior arrangement with the farm manager and subject to such terms and conditions as he may determine.
5. The FHA will pay a monthly levy of N\$200,00 (TWO HUNDRED NAMIBIA DOLLARS) per month per member to MGF. Payments are to be made in advance before or on the 7<sup>th</sup> day of each respective month at such place as MGF may indicated to FHA in writing from time to time.
6. Members or their guests may only enter upon the park area during the hours 6h00 am to 22h00 by horseback, bicycle or on foot, but not on any motor vehicle or motor driven device whatsoever.
7. Members visiting the park area may not:

- 7.1 feed any game animals

- 7.2 cause or allow to be caused any disturbance or nuisance to the public or wildlife in the park area.
  - 7.3 bring or allow to be brought onto the park area any firearms or hunting equipment whatsoever.
  - 7.4 hunt, kill, injured or chase any game animals or birds in the park area.
  - 7.5 bring or allow any pets whatsoever in or on the park area.
  - 7.6 bring unto or introduce to the park area any plants, seeds or any foreign plant material whatsoever.
  - 7.7 remove from the park area any firewood, plants, plant-material, seeds, roots, stones, sand, gravel or pebbles.
  - 7.8 dump any material whatsoever in the park area or throw away or leave refuse or rubbish at any place other than in containers provided therefore.
  - 7.9 light any fires outside of designated camping sites, or throw away a burning or smouldering object or leave it at any place where it may possible ignite another object or cause such object to be ignited.
  - 7.10 relieve himself except in the sanitary conveniences provided for such purpose.
  - 7.11 contaminate drinking water in any manner whatsoever or tamper with any water installation.
  - 7.12 organise, hold or address any meeting or assembly, or to present public entertainment or collect money from the public.
  - 7.13 allow any person under the age of 12 years into the park area unless such person is accompanied by an adult who shall be held responsible for the child.
8. Should any member of FHA or his dependants, employees, quests or agents or any person he is responsible for fails to strictly comply with the terms and conditions of this agreement, same will be reported by the MGF to the FHA, who hereby undertakes to take appropriate steps against such member in order to avoid any further breaches of the conditions hereof.

