

# Hoedspruit Wildlife Estate

Hoedspruit Wildlife Estate



HOME OWNERS ASSOCIATION

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## ANNEXURE “B”

### HOEDSPRUIT WILDLIFE ESTATE HOME OWNERS ASSOCIATION

#### RULES AND REGULATIONS

As from 8 June 2019

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## **A. INTRODUCTION**

1. The objective of the Hoedspruit Wildlife Estate Home Owners' Association is the provision of a high quality lifestyle in a natural environment and the intention of these rules is the protection of this lifestyle. Harmonious community living is achieved when residents use and enjoy their private property as well as the public areas of the development.
2. The rules will be ratified in terms of the Memorandum of Incorporation of the Hoedspruit Wildlife Estate Home Owners' Association. They are binding upon all occupants of the development, as is any decision taken by the Directors in interpreting these rules, save for occupants of the development known as The Village at Hoedspruit Wildlife Estate (“the Village”), who are governed by their own rules when inside their development, but who are governed by these rules whenever they are anywhere outside their development and within Hoedspruit Wildlife Estate. Where there is a conflict between these rules and the rules of the Village, the more restrictive rule (as determined by the chairman of the Board of Directors of HWE HOA) shall apply.
3. The registered owners of the properties are responsible to ensure that members of their families, tenants, guests/visitors, friends and all their other invitees, lodge visitors, agents and employees (collectively “visitors”) abide by these rules. Home Owners who fail to comply with the rules or should their visitors fail to comply with the rules will be penalized by the imposition of a fine an amount as authorized at the previous AGM or reviewed by the Directors and given an opportunity to rectify the infringed rule before another fine be issued, a speed violation will be fined without prior warning. The imposition of a fine shall not preclude the HWE HOA from taking any other steps available to it in terms of law.
4. These rules are subject to change from time to time.

## **5. ADMINISTRATION**

- 5.1 The directors or Members (owners) may amend or add to the rules from time to time, as may be deemed necessary to ensure the peaceful and orderly co-existence of occupants which amendments shall be approved at the following AGM.
- 5.2 The Directors have the right to fine transgressors when any of the rules as stipulated by Hoedspruit Wildlife Estate Home Owners Association are breached. This will however not jeopardize or exclude any other right of the Home Owners' Association or any other person or instance to institute action against the transgressor in terms of the Law.
- 5.3 A penalty, to be determined by the Directors of the HWE HOA and calculated on a daily basis according to tariffs determined by the said Directors and ratified at the next AGM, will be imposed on an owner should the construction of the improvements (house) on his Erf not be completed within 1 year from commencement thereof.

## **B. ENVIRONMENTAL AND SERVICES MANAGEMENT**

1. No rubble or refuse may be dumped, buried or discarded in any public area (Open spaces, vacant stands and roads).
2. Residents must leave open spaces they visit spotless. Residents must pick up and dispose of any litter in the refuse bins provided on the open spaces.
3. Flora may not be damaged or removed from any public area.
4. Except as deemed necessary by the Board, Fauna of any nature may not be hunted, teased, disturbed, chased or trapped, be it by people or by pets.
5. No trees or plants may be removed from any stand without the permission of the Hoedspruit Wildlife Estate Home Owners Association.
6. Residents must remove declared noxious flora in their gardens.
7. Residents may only plant endemic indigenous flora and can approach specialists from the area for advice. A list of recommended plants may be obtained from the office. Declared plant invaders shall be removed as is currently required by law. Some declared invasive species are: Jatropha, Dodonaea, Queen of the Night, Cactus – Prickly pear, Sisal –American Agave and Lantana. Management will remove these species from anywhere on the Estate without prior notification or permission.
8. Swimming pool water may not be emptied onto the grass veldt areas but must be channeled into a drainage system prescribed by the Home Owners Association as per the Architectural Rules.
9. Vacant stands must be kept clean on a regular basis to the satisfaction of the Hoedspruit Wildlife Estate Home Owners' Association, and if not maintained, the Hoedspruit Wildlife Estate Home Owners' Association reserves the right to clean the stand at the owner's expense. Home owners who are busy with building projects must clean and remove all building rubble before the end of each week. If the contractor or Home Owner fails to comply with this request all building material will be recovered by the Home Owners Association and will be sold to benefit the HOA. A fine to a maximum of R 10 000.00 will be charged to the particular home owner who failed to comply.
10. The resident's use of open areas is entirely at their own risk at all times.
11. Feeding and luring of game and birds:
  - 11.1. Residents may install birdfeeders and birdbaths which are ecologically and aesthetically acceptable. The Hoedspruit Wildlife Estate Home Owners Association Fauna decision on any dispute in this regard will however be final.
  - 11.2. Feeding of any other wild animal or game, whether on the general or private areas, is absolutely forbidden as this will make proper game

management impossible or extremely difficult and could be dangerous to residents and visitors. This clause is also applicable to creation of waterholes and drinking places for game. Positioning of these and feeding places is totally within the discretion of the Home Owners' Association.

12. Dams and streams:
  - 12.1. No motorized boat, wet bike, Jet Ski or other floating object is allowed on any dam or stream.
  - 12.2. Canoes and rowing boats will not be allowed on dams or Open Spaces. No swimming will be allowed in any of the dams. Dogs are under no circumstances allowed in any dams. The main purpose of this is to preserve the privacy, and peace and quiet of stands close to the dams and streams.
  - 12.3. Fishing is permitted on a catch and release basis in the water purification dam located near the sewerage package plant only
13. Management and staff of HWE HOA will not be obliged or responsible for personal services rendered to Members or occupants after hours, over weekends or public holidays, such as selling or loading electricity on the pre-paid metering system. Personal services may however be arranged at a fee as determined by the HWE HOA and will be rendered in the sole discretion of the HWE HOA.
14. Any damage caused to the property of HWE HOA including Fauna & Flora will be made good by placing the HWE HOA in the same position it was prior to the damage caused, and at the sole expense of the person or persons responsible for the damage.
  - 15.1 Should anybody (owner or tenant) be caught bypassing their electricity pre-paid meter or for electricity theft by any means the amount payable for electricity will be calculated by the HOA office and debited to the levy account of the particular property. In addition, a fine of R10 000,00 will be debited to the levy account.
  - 15.2 A new remote pre-paid meter is to be installed on all new builds, the costs involved will also be debited against the levy account of the Home Owner.
  - 15.3 Should payment of all costs involved in paragraph 15.1 and 15.2 not be paid within 7 days/due date the levy account of such Home Owner will be handed over to the attorneys of the HOA and the owner will then also have to pay all legal cost incurred.
16. A Network & Transport fee will be implemented from the 19<sup>th</sup> of July 2015 for all Home Owners per month to make a fair contribution to the increased overhead expenditure and maintenance caused by high demand users of the water supply and sewerage network on the Estate. The tariff will be based on a sliding scale and will be charged as follows:
  - Up to 50 kilolitres water usage, R0 Network Transport fee will be charged.

- Between 50 and 100 kilolitres, a Network Transport fee of R2 (VAT exclusive) per kilolitre will be charged on the kilolitres in excess of 50 kilolitres.
- Between 101 and 150 kilolitres, a Network Transport fee of R4 (VAT exclusive) per kilolitre will be charged on the kilolitres in excess of 50 kilolitres.
- Between 151 and 200 kilolitres, a Network Transport fee of R6 (VAT exclusive) per kilolitre will be charged on the kilolitre in excess of 50 kilolitres.
- Greater than 200 kilolitres, a Network Transport fee of R8 (VAT exclusive) per kilolitre will be charged on the kilolitres in excess of 50 kilolitres.

### **C. ROADS WITHIN THE DEVELOPMENT**

The roads within the Residential portion of the Estate are for the use of all occupants only, whether by foot or mechanical means.

1. The speed limit is strictly 40 km per hour. A fine as approved by the board of Directors and ratified at the next AGM will be issued to transgressors. Should and transgressor (tenants or owners) not pay the fine issued within 21 calendar days he or she will be prohibited to enter the Estate driving any vehicle. In the event that lodge visitors are the transgressor the fine must be paid immediately and should he/or she refuse to pay they will be escorted of the Estate by the Security Company.
2. Only roads designated by the Home Owners Association may be traveled on by motor vehicles. Other roads may be traveled on by bicycle or by foot. No vehicle may use the Storm Water V-drains, linking the main roads to travel through.
3. Only roadworthy motor vehicles are allowed. Motorcycles may only travel on the main roads and may not be used for game drives. Any deviation from any part of the rules will result in a fine as per the penalties and charges of HWE HOA. No quad bikes and scramblers/Off road bikes will be allowed to be use/driven on any road on the Estate, except for use by security and management or as approved by the HWE HOA for persons with special needs.
4. Each owner will be allowed to travel on the roads, for game viewing and leisure purposes in one (1) vehicle per household at a time.
5. No contractor vehicles in the private open spaces will be permitted except if approved by the HWE HOA.
6. Due to damage caused, no motor vehicles will be permitted on gravel game viewing roads during rain or after soaking rains. Staff or vehicles from HWE HOA will not be responsible or be used to recover any person who gets stuck in mud. Recovery can be arranged at a fee determined by the HWE HOA.
7. Use of Spot lights on the tar roads are prohibited.

8. Use of perimeter roads is prohibited. These roads are for maintenance and security use only. Vehicles are only permitted on perimeter roads if they form part of the game viewing roads.
9. No drunken driving will be permitted on any of the roads within the Estate. Should any person on face value appear to be under the influence of alcohol or drugs be found by the security company on the roads within the Estate, he or she will be placed into the custody of the SA Police Force and a fine as approved by the board of Directors and ratified at the next AGM will be issued to transgressors if found guilty by Court of Law.
10. Golf Carts are allowed only if drivers hold a valid driver's license. If the driver has a learner license they must be accompanied by a person with a valid License. Absolutely no standing or overloading will be allowed.
11. Electric Scooters are allowed only if bicycle helmets and closed shoes are worn while operating and riders must be 16 years or older. Kids under 16 need to ride with an adult. No overloading or riding on the main tar roads. Only to be used on the road edge or dirt roads, and no riding on the single bicycle tracks. Riders must be accompanied by the lodge or person responsible for the Scooter

#### **D. GOOD NEIGHBOURLINESS**

1. No activity or hobby, which would cause aggravation or nuisance to fellow residents, may be conducted, including, but not restricted, to auctions and jumble sales. The board decision in a dispute is final.
2. No activity causing noise or which is disturbing to neighbors (this includes music) is allowed. Noise after 10pm will result in an immediate fine.
3. Washing shall be hung on lines screened from the roads and neighbouring properties
4. Domestic refuse and garden refuse must be contained in approved bins on designated positions and must be secured against damage by rodents or wildlife.
5. No inflatable or temporary plastic swimming pools are allowed.
6. Caravans and trailers shall be screened off and may not be visible from the main road or entrance to the residence. Caravans and/or tents may not be used as an additional place to live in.

#### **E. ARCHITECTURAL STANDARDS**

All building plans shall be compiled in accordance with the Architectural Guidelines as laid out by the HWE HOA and must be approved by the Aesthetics Committee. This includes

any additions and alterations to existing structures and fencing. The Architectural Rules (are set out in "Annexure A"). Only building plans designed and drawn by a qualified draughtsman or architect will be accepted or allowed.

## **F. SECURITY**

1. Security protocol at the gate must be adhered to at all times
2. Every owner must conscientiously enforce the security protocol for permanent workers, temporary workers, contract representatives and their employees.
3. Every owner must ensure that all contractors in his/her employment adhere specifically to the security stipulations and the conditions with regard to contractor activity
4. Perimeter walling and fencing serve as a deterrent and prevention of crime is not guaranteed. All attempts of burglary or instances of fence crawling must be reported to a member of the security staff, as soon as possible.
5. Security is an attitude, all owners and residents need to enforce and apply security to make it work. Do not hesitate to question suspicious persons.
6. Owners should install burglar alarm systems to their residences as neither the security company or the Home Owners Association are responsible in the event of theft or any form of injury in the event of an armed robbery. These systems are required to be compatible with the security system in use by the Estate and should be connected to a monitoring station. Alarm systems must be non- audible and may not be heard by neighbours.
7. In the event of a disturbance at any house and security are called out to investigate, a charge may be levied against the home owners levy account as determined at the previous AGM.
8. Owners/Tenants are not permitted to park company trucks on the property they occupy or next to any road on the Estate.

## **G. VISITORS, CONTRACTORS AND EMPLOYEES**

1. The Owners of any property within the township are liable for the conduct of their visitors, contractors and employees, and must ensure that such parties adhere to the rules. Owners must ensure that contractors and their employment adhere to the stipulations of the conditions with regard to contractor activity. The owners of lodges must ensure that anybody using their lodges adheres to the rules of the Estate; this includes speed limits, good neighborliness, and security. Owners are always responsible for the breaches of rules of their visitors.
2. The owner may not allow more than 14 (fourteen) people to overnight on his stand, inclusive of staff.

3. Any domestic worker will only overnight on the property when the owner or other residents authorized by the owner, overnight in the dwelling on the stand, or if an application for permanent residence has been lodged for such purpose at the Home Owners Association offices. No contractors or their employees will be allowed to overnight on the Estate.
4. All Home Owners, Tenants, Lodge Management and Cleaning services must once a year submit all their personnel, domestic workers, whether cleaners or gardeners or the like to a criminal record verification process at an HWE appointed service provider. The information from the verification process must be made available to the HWE HOA Board of Directors and if any person is found to have a criminal record, or has been charged for an offence and awaiting trial, as per the pre-determined list of offences, access to the Estate will be denied". The cost involved will be payable by the individual Home Owner or Tenant or Lodge Management or Cleaning services.

## H. PETS

1. The Estate, is an area which houses wild game. No pets may be kept on the Estate except for dogs with prior HWE HOA approval, given in writing, by the Directors. **All** such dogs are to be registered with the HWE HOA, prior to being brought onto the Estate.
2. Home Owners who reside permanently on the Hoedspruit Wildlife Estate are allowed to keep dogs only on the stand on which they reside.

No more than **two dogs** will be allowed per dwelling in occupation. Home owners should ensure that their dogs are kept within an enclosed area on the premises, that the dogs are well trained and do not become a nuisance to others living on the Estate. Dogs may only leave the dwelling if accompanied by their owners and must be on a leash. Dogs that stray will be caught and impounded by the Hoedspruit Wildlife Estate HOA, should the owner not collect the dog within 14 days the dog will be handed to the SPCA. Owners must ensure to register all dogs at the HOA offices.

3. Cats will not be allowed as they are impossible to contain and they breed with the African Wildcat, causing dilution of the gene line.
4. No poultry, pigeons, aviaries, wild animals, exotic reptiles and insects, or livestock may be kept on the property.
5. Owners and tenants residing on the Estate before February 2010 who had cats and dogs and who applied and obtained approval at the Home Owners Offices, are allowed to keep the pets according to the approval. (Grandfather clause).
6. Any pet owner shall on demand produce to the HWE HOA the up to date inoculation certificates of any animal they own.



7. All dogs should be identified with a collar and tag with their owner's contact number.
8. Home Owners or their tenants who fail to comply with the rules as stipulated in clause H no. 1 to 7 will be penalized by the imposition of a fine an amount as authorized at the previous AGM or reviewed by the Directors and ratified at the next AGM.

## **I. LETTING AND RESELLING PROPERTY**

The HWE HOA will not be obliged to sell electricity to any person who does not comply with these HWE Rules and Regulations.

- 1.1 Should any owner, Property agency or rental pool agency want to let or resell the property, he shall advise the Home Owners Association in writing in advance as per the security protocol in force from time to time. In such an event, an Occupation Certificate from the Maruleng Municipality must be handed in at the HOA office.
- 1.2 Only the owner, or an accredited Estate Agent approved by the Hoedspruit Wildlife Estate Home Owners Association may be selected to manage the sale or lease. Agents may only operate on a "by appointment" basis, and must personally accompany a prospective buyer or Lessee and are not allowed to erect any "For Sale" or "To Let" signage boards on the property or Estate.
- 1.3 The owner or accredited agent, prior to occupation, must ensure that the Buyer/Lessee is informed about, receives and signs a copy of these Rules and Regulations, Building and Architectural Rules and any other administrative regulations and conditions applicable at the time with regard to Building Contractor activity.
- 1.4 On re-sales, a clearance certificate must be obtained from the HWE HOA certifying that all levies have been paid and no other monies are owing to the Home Owners Association. In the event of a property in the Village being sold the new owner must be bound by the rules of the HWE HOA and all his personal details supplied to the office of the HWE HOA.
- 1.5 The seller or Lessor or the agent on his/her behalf of a property in the estate shall ensure that the sales agreement contains the clauses as stipulated in J hereunder. This also applies for any property being sold in the Village.
- 1.6 All businesses or individuals operating as short term rental agents or renting out their properties on the Estate ("Lodge Agencies") must be registered with the HWE HOA. The HWE HOA shall be entitled to require the Lodge Agency and its staff and management to bind themselves to these rules and any other terms deemed necessary by HWE HOA, as a condition of approval.

- 1.7 Lodge Agencies shall provide to HWE HOA on a monthly basis a written list of all properties in the estate on its data base, with an indication whether such properties are rented on a long term basis (one month and longer) or short term.
- 1.8 Should a Lodge Agency breach any of the rules of HWE HOA, the owner of the lodge concerned will be penalized with an amount as determined by the Directors the amount of such penalty will be ratified at the next AGM. In the event of non-payment of a penalty the Lodge Agency's permission to operate on the Estate will be revoked.
- 1.9 In the event of a disturbance at any lodge run by a Lodge Agency and security are called out to investigate, the owner will be penalized with an amount as determined by the Directors the amount of such penalty will be ratified at the next AGM.
- 1.10 The Lodge Agency shall ensure that all occupants of their lodges adhere to these rules and any security protocols prescribed by HWE HOA from time to time. No entrance permit to enter the Estate can be issued by Lodge Agency to any person staying for a period longer than one month at a lodge. A person renting for a period one month or longer can only obtain his entrance permit via the security company and must be referred to the offices of the HWE HOA for registration.
2. All home owners who rent their houses/Lodges as short term rental or overnight accommodation must obtain the relevant letters of consent and zoning permissions from the Maruleng Local Council.

## **J. "SALE"**

### **1 HOME OWNERS ASSOCIATION**

- 1.1 The purchaser acknowledges that he/she, upon registration of the property into his/her name automatically becomes a member of the Hoedspruit Wildlife Estate Home Owners Association and agrees to do so subject to the Memorandum of Incorporation

### **2 ARCHITECTURAL GUIDELINES**

- 2.1 The seller or the agent on his/her behalf, must personally ensure that when he/she sells a property, the buyer is informed about, receives, and signs a copy of the House Rules, Architectural Rules and any other administrative regulations applicable at the time and returns the signed copy to the Estate Office.

### **3. LEASE**

"The Lessee acknowledges that upon occupation of the premises, he/she and his /her family, his/her visitors and servants shall adhere to the rules and regulations

as contained in the Rules and Regulations of the Hoedspruit Wildlife Estate Home Owners Association. The Lessor must personally ensure that the Lessee receives a copy of these Rules, and any other administrative regulation applicable at the time and binds the Lessee to the rules and regulations in the lease." The Lessor or its Agent must return a signed copy of the House rules by the Lessee to the Estate Office.

**K. INDEMNITY**

Any person's use of the open space areas or roads or other facilities of the HWE HOA, is entirely at their own risk at all times. Every entrant to the Hoedspruit Wildlife Estate, and every member of the Association hereby waives any right he may obtain against the Association to claim any damage incurred by virtue of damage to or loss of property or the death or personal injury of any person while anywhere in the development. Every member indemnifies the Association against any such claim made by the member's spouse, child, parent, servant, guest, invitee or contractor.

**L. NOTICES:**

Any notice to a member shall be served in accordance with Article 30 of the Memorandum of Incorporation.

Name and Surname: \_\_\_\_\_

Stand number: \_\_\_\_\_

Signature: \_\_\_\_\_