

## ANNEXURE B

### HOME OWNERS ASSOCIATION (HOA) RULES AND REGULATIONS



#### A. INTRODUCTION

1. The objective of the Home Owners Association (HOA) is the provision of a high quality lifestyle in a natural environment on a private game farm for residents, 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. These rules are ratified in terms of the Memorandum and Articles of Association of the HOA. They are binding upon all occupants of the development, as is any decision taken by the Trustees in interpreting these rules.
3. The registered owners of the properties are responsible to ensure that members of their families, tenants, guests/visitors, friends and all their employees abide by these rules.
4. These rules are subject to change from time to time.

#### 5. ADMINISTRATION

1. All amounts and contributions levied are due and payable in advance on the first day of each and every month.
2. Interest will be levied on arrear accounts at 2% per month.
3. A further penalty, to be determined from time to time, will be imposed on any account unpaid after 60 days.
4. The Trustees of the HOA may amend or add to the rules from time to time, as may be deemed necessary to ensure the happy and orderly co-existence of occupants.
5. The Trustees of the HOA have the right to fine transgressors where any of the rules as stipulated by the HOA have been broken. Such fine will form part of the contribution and be due and payable on due date of payment of the contribution.

This will however not jeopardize or exclude any other right of the HOA or any other person or instance to institute action against the transgressor in terms of the Law.

#### B. ENVIRONMENTAL MANAGEMENT

1. No rubble or refuse should be dumped or discarded on any stand or any public area.
2. A particular appeal is made to residents to leave open spaces they visit unharmed. Residents are requested to develop the habit of picking up and disposing of any litter in the open places.
3. Flora may not be damaged or removed, and firewood may not be collected.
4. Fauna of any kind may not be hunted, teased, disturbed, chased or trapped be it by people or by animals.
5. No trees or plants may be removed from any stand without the permission of the HOA.



6. Residents must ensure that there is no declared noxious flora in their gardens.
7. Residents are recommended to plant indigenous flora and can approach specialists from the area for advice.
8. Vacant stands must be kept clean on a regular basis to the satisfaction of the HOA, and if not maintained, the HOA reserves the right to clean the stand at the owner's expense.
9. The residents' use of open areas is entirely at their own risk at all times.
10. Feeding and luring of game and birds:
  - 10.1. Residents may install birdfeeders and birdbaths which are ecologically and aesthetically acceptable. The HOA's decision on any dispute in this regard will however be final.
  - 10.2. 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 HOA.
11. Dams and streams:
  - 11.1. No motorized boat, wet bike, jet ski or other floating object is allowed on any dam or stream.
  - 11.2. Canoes and rowing boats and swimming will only be allowed in areas designated for that activity by the HOA. The main purpose of this is to preserve the privacy and peace and quiet of stands on the dams and streams.
  - 11.3. The same will apply to fishing. Fishing will only be allowed on a catch and release basis.

### **C. ROADS WITHIN THE ESTATE**

The roads within the Estate are for the movement of all occupants, whether by foot or mechanical means.

1. The speed limit on the private servitude access road to the Estate is 40 km/h and the speed limit in the Estate is 25 km/h. Speeding and reckless driving will not be tolerated.
2. Only roads designated by the HOA may be traveled on by motor vehicles. Other roads may be traveled on by bicycle or by foot.
3. Only motor vehicles and no motorcycles or quad bikes will be allowed. The use of roadworthy motorcycles for arrival and departure are permitted but prohibited for any other use.
4. Each owner will be allowed to travel on the roads, for game viewing and leisure purposes in one (1) motor vehicle per household at a time.

### **D. GOOD NEIGHBOURLINESS**

1. No business activity or hobby, which would cause aggravation or nuisance to fellow residents, may be conducted, including, but not restricted, to auctions and jumble sales.
2. No activity causing noise which is disturbing to neighbours will be allowed.
3. Washing should be hung on lines screened from the roads and neighbouring properties.



4. Refuse and garden refuse must be contained in approved bins on designated positions and must be secured against damaging by rodents or wild life. All refuse shall be placed in plastic refuse bags.
5. No vehicles, trailers, caravans or boats shall be parked on a stand, unless in a garage, when the dwelling is not occupied.

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

All building plans should be in accordance with the Building & Architectural Guidelines applicable to the development, and must be approved by the HOA (Architectural Sub-committee). This includes any additions and alterations to existing structures. Building & Architectural Guidelines are attached as "Annexure C" to the Memorandum of Agreement. Only building plans drawn by an Architect registered with the S A Architects Board will be allowed.

#### **F. SECURITY & FIRE CONTROL**

1. Security protocol at the gate and on the Estate must be adhered to at all times.
2. Every owner must conscientiously enforce the security protocol for permanent workers, temporary workers, contract representatives, employees, visitors and guests. Access to the Estate will be denied to any visitor if such visit was not pre-arranged with the security or such visitor is not accompanied by the owner.
3. Every owner must ensure that all contractors in his/her employ adhere specifically to the security stipulations and the conditions with regard to contractor activity.
4. Perimeter fencing serve as a deterrent and are not guaranteed. All attempts of burglary or instances of fence crawling must be reported to a member of the security staff, and/or sub-committee.
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. The HOA specified Security Alarm System must be installed to all dwellings and will be monitored from the gate complex.
7. All owners must install and maintain at least 1 x Fire Hose Reel and 1 x 9kg DCP fire extinguisher per dwelling.
8. Open fires are not permitted anywhere on the Estate except for designated areas and boma pit braais at each dwelling. No open fire may be left unattended and must be extinguished when retiring at night. In addition to extinguishing open fires in the pit braai, a steel lid must be placed over the extinguished fire to avoid re-ignition and flying sparks.
9. Burning cigarette butts may not be disposed of in the veld.

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

1. The occupiers of any property within the Estate are liable for the conduct of their visitors, contractors and employees, and must ensure that such parties adhere to the rules. Every owner must ensure that contractors in his employ adhere to the stipulations of the conditions with regard to contractor activity.
2. The owner may not allow more than 14 (fourteen) people overnight on his stand inclusive of staff.
3. No person may overnight anywhere within the Estate, other than a completed dwelling, certified as



such by virtue of an Occupancy Certificate issued by the HOA.

4. Any servant or staff member will only overnight on the property when the owner or other residents authorized by the owner, overnight in the dwelling on the stand.

## **H. PETS**

No pets of whatsoever nature is allowed within the development and nobody will be allowed into the development with a pet.

Horses will be allowed if and when the HOA has provided stabling on the general area. No stables may be built on a stand and horses will not be allowed to graze freely on the farm.

## **J. LETTING AND RESELLING PROPERTY**

1. Should any owner want to let or resell the property, he shall advise the HOA in writing in advance.
2. Only the Owner, Developer or the HOA accredited Estate Agent may be selected to manage the sale or lease. Prospective buyers, Lessees and Agents may only operate on a "by appointment" basis, and must be accompanied by the HOA accredited Estate Agent at all times. No Owner or Agent are permitted to erect any "For Sale" or "To Let" signage boards within in the Estate or the servitude road leading to the Estate.
3. The accredited agent must ensure that the Buyer/Lessee is informed about and receives a copy of the Rules & Regulations, Building and Architectural Guidelines and any other administrative regulations and conditions applicable at the time with regard to Building Contractor activity.
4. A clearance certificate must be obtained from the HOA certifying that all levies have been paid and no other monies are owing to the HOA.
5. Any approval granted to the Seller (in case of resale) or Lessor, prior to the time of sale or lease must be communicated to the Buyer or Lessee at the time of purchase or lease. Failing this, the Buyer or Lessee will have recourse against the Seller or Lessor.
6. The Seller or Lessor of a property in the estate shall ensure that the sale or lease agreement contains the following clauses:

### **SALE AGREEMENT:**

#### **HOME OWNERS ASSOCIATION**

The Purchaser acknowledges that he/she, upon registration of the property into his/her name automatically becomes a member of the Home Owners Association and agrees to do so subject to the Memorandum and Articles of Association."

### **CONDITIONS OF TITLE:**

The Seller shall procure that, in addition to all other conditions of title and/or subdivision referred to above, the following conditions of title be inserted in the Deed of Transfer, in terms of which the Purchaser takes transfer of the property:

"Every owner of the stand or any interest therein, or any unit thereon, shall be subject to its constitution until he ceases to be an owner as aforesaid. Neither the stand, nor any interest therein, nor any unit thereon, shall be transferred to any person who has not bound himself to the satisfaction of such Association to become a Member of the Home Owners Association. The owner of the stand, or any interest therein or any unit thereon, shall not be entitled to transfer the stand or any interest or any unit thereon, without a clearance certificate from the



Home Owners Association that the provision of the Articles of Association have been complied with"

The term "Home Owners Association" in the aforesaid conditions of title shall mean the Home Owners Association (Incorporated Association not for gain)." In event of the Registrar of Deeds requiring the amendments of such conditions, in any manner in order to effect registration of same, the purchaser of same hereby agrees to such amendment.

The seller must personally ensure that the buyer is informed about and receives a copy of the Rules & Regulations, Building & Architectural Guidelines and any other administrative regulations applicable at the time.

#### LEASE AGREEMENT:

"The Lessee acknowledges that upon occupation of the premises, he/she and his/her family, his/her visitors and staff shall adhere to the rules and regulations as contained in the Rules and Regulations of the 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."

#### K. INDEMNITY

The residents' use of the open space areas is entirely at their own risk at all times. Every member of the HOA hereby waives any right he may obtain against the Developer or HOA to claim any damage incurred by virtue of damage to or loss of property or the personal injury of the member occasioned while anywhere in the development. Every member indemnifies the Developer and HOA against any such claim made by the member's spouse, child, parent, servant, guest or invitee.

#### L. NOTICES:

Any written notice addressed to an owner or occupant of the property occupied or owner will be deemed to have been received and its contents to have come to the addressee's notice if it is (at the volition of the Home Owners Association) either delivered at the property to any person seemingly in occupation of the property and seemingly fourteen years of age or older or if it is attached to or slotted under what appears to be the main entrance door to the premises. If it is posted by prepaid registered mail to any postal address of which the owner may have advised the Home Owners Association in writing, then ten days after posting thereof.