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Hoedspruit Wildlife Estate Homeowners Association Rules and Regulations

INTRODUCTION

The objective of the Hoedspruit Wildlife Estate Homeowners' 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 / guests use and enjoy their private property / lodge as well as the public areas of the development.

The rules will be ratified in terms of the Memorandum of Incorporation of the Hoedspruit Wildlife Estate Homeowners' Association. They are binding upon all occupants / guests 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.

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.

These rules are subject to change from time to time.

ADMINISTRATION

1. The Directors have the right to fine transgressors when any of the rules as stipulated by Hoedspruit Wildlife state Homeowners Association are breached. This will however not jeopardize or exclude any other right of the Homeowners' Association or any other person or instance to institute action against the transgressor in terms of the Law.

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 / guests must leave open spaces they visit spotless. Residents / guests 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.
5. No trees or plants may be removed from any stand without the permission of the Hoedspruit Wildlife Estate Homeowners Association.
6. The resident's use of open areas is always entirely at their own risk.

7. Feeding and luring of game and birds:
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 Homeowners' Association.
8. Dams and streams:
No swimming will be allowed in any of the dams.
The main purpose of this is to preserve the privacy, and peace and quiet of stands close to the dams and streams.
9. Fishing is permitted on a catch and release basis in the water purification dam located near the sewerage package plant only
10. 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.

ROADS WITHIN THE DEVELOPMENT

1. The speed limit is strictly 30 km per hour. A fine as approved by the board of Directors and ratified at the next AGM will be issued to transgressors. Should a 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. If lodge visitors are the transgressor

the fine must be paid immediately and should he/or she refuse to pay, they will be escorted off the Estate by the Security Company.

Only roads designated by the Homeowners Association may be travelled on by motor vehicles. Other roads may be travelled on by bicycle or by foot. No vehicle may use the Storm Water V-drains, linking the main roads to travel through.
2. Only roadworthy motor vehicles are allowed. Roadworthy motorcycles are allowed on the Estate provided that the required application has been completed and approved by the management. 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 or possible revoking of the motorcycle permit. No quad bikes and scramblers / Off road bikes will be allowed to be used / 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.
3. Each owner / guest will be allowed to travel on the roads, for game viewing and leisure purposes in one (1) vehicle per household at a time.
4. 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.
5. Use of Spotlights on the tar roads are prohibited.
6. 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.
7. 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.

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 neighbours (this includes music) is allowed.
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.

SECURITY

1. Security protocol at the gate must always be adhered to.
2. In the event of a disturbance at any house and security are called out to investigate, a charge may be levied against the homeowner's levy account as determined at the previous AGM.

PETS

1. The Estate is an area which houses wild game. No pets are allowed to accompany any guests of the Estate.

INDEMNITY

Any person's use of the open space areas or roads or other facilities of the HWE HOA, is always entirely at their own risk. 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.