

# **SHAKILA HOME OWNERS' ASSOCIATION**

## **RULES AND REGULATIONS**

### **GENERAL**

The Owner/Developer will comply to the rules of the Home Owner's Association until established and functional.

### **A. INTRODUCTION**

1. The objective of the SHAKILA Home Owners' Association 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. The rules will be ratified in terms of the Memorandum and Articles of Association of the SHAKILA Home Owners' Association. 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 contributions/levies are due and payable in advance on the first day of each and every month.
  2. Interest will be levied on arrear accounts at prime bank rate.
  3. A further penalty, to be determined from time to time, will be imposed on any account unpaid after 60 days. Owners will not be eligible to vote if levies are in arrears.
  4. The Trustees 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 have the right to fine transgressors where any of the rules as stipulated by SHAKILA Home Owners' Association have been broken. Such fines 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 Home Owners' Association 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 in any common property/public area as well as building stands. Rubble should be disposed of in designated areas, failing which rubble is to be removed by each owner/s to "dumpsters" in Modimolle.
2. A particular appeal is made to residents to leave open spaces they visit spotless. 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 from any public area as well as dead materials. No wood collection on the property, by owner/s or guests.
4. Fauna of any nature may not be hunted, teased, disturbed, fed, 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 Seller/Developer/SHAKILA Home Owners' Association.
6. Residents must ensure that there is no declared noxious/exotic/toxic flora in their gardens.
7. Residents are recommended to plant indigenous flora and may approach specialists from the area for advice in this respect.
8. Splash pool/Jaccuzi water may not be emptied anywhere on SHAKILA onto grass veldt areas, but must be channelled into an underground drainage system as prescribed by the SHAKILA Home Owners' Association.
9. Vacant stands must be kept clean on a regular basis to the satisfaction of the SHAKILA Home Owners' Association, and if not maintained, the SHAKILA Home Owners' Association reserves the right to clean the stand at the owner's expense.
10. The residents' 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 SHAKILA Home Owners' 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 SHAKILA Home Owners' Association.
  - 11.3. Feeding places and Hides can be erected on the property, approved by 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 and swimming will only be allowed in areas designated for that activity by the SHAKILA Home Owners' Association. The main purpose of this is to preserve the privacy and peace and quiet of stands on the dams and streams.

12.3. The same will apply to fishing. Fishing will only be allowed on a catch and release basis.

12.4. Hiking Trails can be established.

C. ROADS WITHIN THE DEVELOPMENT

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

1. The speed limit is 20 km per hour.
2. Only roads designated by the SHAKILA Home Owners' Association may be travelled on by motor vehicles. Other roads may be travelled on by bicycle or by foot.
3. Only motor vehicles and bicycles are allowed and no motorcycles or quad bikes will be allowed, only if approved by the homeowners. No "noisy" motors will be allowed.
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.

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 in designated positions, failing which the owner/s must dispose of their own refuse in the skip waste bins in Modimolle. All refuse must be secured against damaging by rodents or wild life.
5. No noise or vehicle activities will be allowed after 22h00, unless this has been Agreed to by prior arrangement with the Management/Homeowners.
6. All lightning should be positioned so not to cause a disturbance.

E. ARCHITECTURAL STANDARDS

All building plans should be in accordance with the Architectural Guidelines applicable to the development, and must be approved by the Project Architect/Aesthetics Committee. These include any additions and alterations to existing structures. Building and Architectural Guidelines are attached as "Annexure A". Only building plans drawn by an Architect registered with the S.A. Architects Board will be 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 his employees.
  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. All Contractors/Home Owner/s will be required to obtain copies of ID's and work permits prior to the commencement of building at Shakila Private Game Lodge. This will be kept on record at the Office, any changes to the information supplied, must be advised to the Office immediately.
  4. Perimeter walling and 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 Home Owners Association.
  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. Residents shall be required to install burglar alarm systems to their residences in accordance with the guidelines of the SHAKILA Home Owners' Association.
7. Security Patrols will be carried out from time to time.

G. VISITORS, CONTRACTORS AND EMPLOYEES

1. The occupiers 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. Every owner must ensure that contractors in his employ adhere to the stipulations of the conditions with regard to contractor activity.
2. Servants or staff members will only be permitted to overnight on the property when the owner, or other residents authorized by the owner, overnight in the dwelling on the stand. Full time staff are to be registered with the Office of Shakila Private Game Lodge.
3. Residents shall be required to install burglar alarm systems to their residence in accordance with the guidelines of the SHAKILA Home Owner's Association.

H. PETS

As a rule, dogs, cats and birds or other pets will not be allowed on the premises. Each case will be handled by on merit and needs to be approved by the trustees. Any animal caught hunting on the premises, will be put down.

J. LETTING AND RESELLING PROPERTY

1. Should any owner want to let or resell the property, he shall advise the SHAKILA Home Owner's Association in writing in advance.
2. Only the owner or an accredited Estate Agent approved by the SHAKILA 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, except for show houses at weekends and on public holidays, or as agreed by Shakila Home Owners.
3. The accredited agent must ensure that the Buyer/Lessee is informed about and receives a copy of the Rules, 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 SHAKILA Home Owners' Association certifying that all levies have been paid and no other monies are owing to the SHAKILA Home Owners' Association.
5. Any approval from SHAKILA 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. All stands have residential rights, and cannot be used commercially except with the owner's of the stand's permission for accommodation purposes. The 8 Corporate stands situated next to Leopard Rock, the adjacent development have Guesthouse/ Lodge rights and services will be supplied by Leopard Rock.
7. The seller of a property in the estate shall ensure that the sale agreement contains the following clauses:

"SALE"

1. SHAKILA HOME OWNERS' ASSOCIATION

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

2. 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 erf, 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 erf, 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 "SHAKILA Home Owners' Association". The owner of the erf, or any interest therein or any unit thereon, shall not be entitled to transfer the erf, or any interest or any unit thereon, without a clearance certificate from the SHAKILA Home Owners' Association that the provision of the Articles of Association have been complied with.

The term "SHAKILA Home Owners' Association" in the aforesaid conditions of title, shall mean the SHAKILA 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 affect registration of same, the purchaser of same hereby agrees to such amendment.

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

4. LEASE:

"The Lessee acknowledges that upon occupation of the premises, he/she and his /her family, as well as his/her visitors and servants shall adhere to the rules and regulations as contained in the Rules and Regulations of the SHAKILA Home Owner's 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 property is entirely at their own risk at all times. Every member of the Association hereby waives any right he may obtain against the Association and/or Seller 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 Association and/or Seller 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, will be deemed to have been received and its contents to have come to the addressee's notice, if it is (at the violation of the 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, or e mail of which the owner may have advised the Homeowners Association, then ten days after posting thereof within 7 (SEVEN) days. Owner/s, or any legal entity owning a stand at Shakila Private Game Lodge, will be listed on ITC/Transunion, should they be more than 3(three) months behind with the payment of their levies. All costs will be for the registered owner/s account.

