



RAPTOR'S
View
Home Owners Association

**RAPTOR'S VIEW WILDLIFE ESTATE
HOME OWNERS' RULES**

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1 INTRODUCTION

- 1.1 The purpose of these Rules is to set out how Members, Residents and Visitors to the Estate should conduct themselves both within the confines of Residential Portions and the rest of the Estate to provide a high quality lifestyle within a secure, natural and well managed wildlife Estate and to protect and enhance the environment of the Estate, including its fauna and flora, and the investment of Members.
- 1.2 In terms of the MOI, these Rules are binding between the Association and each Member. Each Member shall comply with these Rules. In the event of any breach of these Rules by any Visitors or by a Resident of Residential Portion owned by a Member, such breach shall be deemed to have been committed by the Member concerned. For the purposes of the enforcement of these Rules, the Board shall have the powers set out in the MOI.
- 1.3 These Rules are required to be read in conjunction with the MOI and the other Estate Rules, and it is the responsibility of all Members to ensure that they and their Visitors and Residents are aware of and abide by these documents.
- 1.4 Members should seek copies of the MOI and the Estate Rules from the Association's administrative office. Copies are also available on the <http://www.raptorsview.co.za/> website (see Rules).

2 DEFINITIONS

In these Rules, unless the context indicates otherwise, the words and expressions set out below shall have the meanings assigned to them and cognate expressions shall have a corresponding meaning, namely:

- 2.1 the Association means the Raptor's View Home Owners Association NPC, a non-profit company incorporated in accordance with section 10 of the Companies Act, 71 of 2008;
- 2.2 the Board means the board of directors of the Association from time to time;
- 2.3 Contractor means any natural or juristic person that is contracted or subcontracted to undertake work on the Estate including but not limited to Members who undertake Building Projects, builders and other service providers but excluding Domestic Workers, and in relation to a Member shall include, inter alia, service providers and subcontractors of contractors appointed by such Member;

2.4	Domestic Worker	means a person employed by a Member at a Residential Portion to perform household or gardening duties;
2.5	Estate	means the Raptor's View Wildlife Estate, comprised of all Residential Portions and all immovable property as may be registered in the name of the Association from time to time;
2.6	Estate Rules	means these Rules, the Raptor's View Wildlife Estate Architectural Rules, the Raptor's View Wildlife Estate Contractor Rules, the Schedule of Fines and all other rules approved by the Board from time to time in terms of the MOI;
2.7	Member	means a person who is the registered owner of a Residential Portion;
2.8	MOI	means the memorandum of incorporation of the Association;
2.9	Resident	means any person who resides on the Estate;
2.10	Residential Portion	means a portion of the Estate owned by a Member which is used or is intended to be used for residential purposes;
2.11	Rules	means these Raptor's View Wildlife Estate Home Owners' Rules;
2.12	Visitor	means any person who enters the Estate who is not a Resident or Member and includes, inter alia, Contractors, employees, and persons with deliveries; and
2.13	Wildlife	means all non-domesticated animals.

3 ROADS AND VEHICLES

3.1 Types of Roads

There are three types of roads within the Estate, namely, main vehicular, management and driveways.

3.2 Use of Roads

3.2.1 All roads in the Estate are for the movement of individuals, whether on foot or approved vehicular means.

3.2.2 Approved vehicles are vehicles that are licensed, roadworthy and have four wheels with a tare weight not exceeding 3.5 tons. Approved vehicles shall not exceed the following carrying capacities:

- 3.2.2.1 in the case of 0.5 ton vehicles, 7 persons; and
- 3.2.2.2 in the case of 1 ton up to (and including) 1.3 ton vehicles, 12 persons.
- 3.2.3 Subject to clause 3.2.4 below, the use of quad bikes and motor bikes on the Estate is prohibited.
- 3.2.4 Any person who wishes to bring any mode of transport, other than a pedal bicycle or approved vehicle, onto the Estate must apply for written permission from the Board in the form available from the Association's administrative office.
- 3.2.5 Motorised vehicles may only drive on the main vehicular roads and driveways to and from Residential Portions and are not permitted to travel on management roads, walking trails or over open spaces, save for those vehicles necessary to maintain the Estate. All persons shall obey all signage signifying various roads and walking trails.
- 3.2.6 Traffic, natural elements and wildlife pose a danger to persons traversing the Estate. Accordingly, any persons who run, walk or cycle on the Estate do so at their own risk and Members and Residents shall, and shall procure that their Visitors, wear helmets at all times whilst cycling on the Estate.
- 3.2.7 Vehicles shall not be driven in river beds other than at designated crossings. Watercourses in the Estate may be subject to flash flooding from time to time, and vehicles and pedestrians shall not traverse roads which have flooded.

3.3 **Parking of Vehicles**

Save for vehicles driven by persons viewing vacant stands in the Estate, unattended vehicles shall not be parked in areas other than those designated by the Association for parking from time to time.

3.4 **Speed Limit and Regulations**

- 3.4.1 The speed limit on the Estate is 30 km/hour, and all persons entering the Estate undertake not to exceed this speed limit. The Association shall enforce this Rule, and random speed enforcement and traffic checks may be carried out.
- 3.4.2 In addition to the above, all enacted traffic legislation shall apply.

3.5 **Footpaths**

- 3.5.1 Only pedestrians and bicycles may traverse foot paths.

3.5.2 No person shall make or attempt to create any new foot paths or new roads unless authorised by the Board to do so in writing.

3.6 **Children**

3.6.1 Parents and guardians shall be responsible for their children or children in their care and acknowledge that the Estate is an area where traffic, natural elements and wild animals could pose a danger to persons, including their children.

3.6.2 Parents and guardians shall:

3.6.2.1 supervise their children at all times; and

3.6.2.2 ensure that their children keep a safe distance from wildlife, do not play in circumstances which could result in their injury and do not play, or cause a nuisance, on the road system in the Estate.

3.7 **Wildlife and Roads**

Road users are required to slow down when approaching Wildlife and all Wildlife has the right of way.

4 **FAUNA AND FLORA**

4.1 **Conservation of Fauna**

Wildlife on the Estate must not be chased, hunted, shot, trapped, fished, or molested and interfered with in any way whatsoever.

4.2 **Feeding and Drinking Points for Fauna**

Save for 2 (two) small bird baths not exceeding 1 (one) metre in diameter per Residential Portion, no person shall feed or establish or create any feeding or drinking point for Wildlife on the Estate.

4.3 **Collection of Fauna and Flora**

No person shall collect, use or take any wood, stones, flora, fauna or the remains of fauna on or from the Estate.

4.4 **Fires**

4.4.1 No person shall create fire hazards that could result in veld fires.

4.4.2 Fires may only be lit in purpose built fire receptacles constructed in accordance with the Raptor's View Wildlife Estate Contractor Rules.

4.5 **Boreholes**

No boreholes may be drilled or excavated on the Estate by Residents, Members or Visitors.

4.6 **Drones**

4.6.1 Subject to clause 4.6.2 below, the flying of drones by Members, Residents or Visitors, including but not limited to estate agents, is prohibited on, and in the airspace above, the Estate.

4.6.2 The Association shall, with the consent of the South African Civil Aviation Authority, be entitled to use a drone for security purposes to detect a perpetrator or suspected perpetrator known or suspected to be on the Estate provided that Members shall be informed as soon as practically possible in the newsletter or by e-mail that such drone flight has taken place.

5 **USE OF PROPERTY ON THE ESTATE**

5.1 **Dumping**

No rubble, waste or refuse of any kind shall be dumped or discarded in any undeveloped areas or stands, common area, open space, road, water feature or stream. All rubble, waste and refuse are required to be removed by the Member responsible therefor in accordance with the instructions of the Board laid down and published to Members in writing from time to time.

5.2 **Picnics**

Save for the Bush Braai and other picnics which the Board may authorise from time to time in writing, picnics shall not be permitted anywhere on the Estate.

5.3 **Right of Access**

5.3.1 Notwithstanding the fact that a Member is the registered owner of a Residential Portion, each Member shall only have the exclusive use of such Residential Portion within 20 (twenty) metres of the numbered peg driven into the ground on the relevant Residential Portion. The remainder of the 1 (one) hectare of the Residential Portion will, by way of servitude, be subject to a right of use for the Association's employees.

5.3.2 Building sites may pose a danger of injury or loss of life to persons who enter them. Persons who enter building sites on the Estate do so at their own risk and shall comply with all occupational health and safety laws and regulations.

5.3.3 Persons using any open space on the Estate for any reason shall leave such space in the same state in which it was found.

5.4 **Right to Privacy**

5.4.1 When traversing the Estate, persons must not approach houses on Residential Portions in a manner that could reasonably be construed as violating the privacy of the persons in such houses.

5.4.2 Members, Residents and Visitors are requested to remain a minimum of 30 (thirty) metres from the edge of the built residence on a Residential Portion in order to respect the privacy of the Residents on such Residential Portion.

5.5 **Business and Recreational Activities**

No business or recreational activity shall be conducted on the Estate which might cause aggravation or nuisance to other persons or which interferes with the tranquil nature of the Estate. Any Member wishing to apply for an exemption from this provision is required to obtain the Board's prior written consent.

5.6 **Noise Levels**

The volume of music, vehicles, electronic or musical instruments, entertainment and activity of persons, should be at such a level so as not to cause a nuisance to any other persons on the Estate. No noise will be permitted from 22h00 until 06h30 each day and power tools may only be used during the hours of 07:30 to 17:30 on Mondays to Fridays and 08:00 to 13:00 on Saturdays.

5.7 **Refuse**

5.7.1 Refuse Bins

Refuse must be stored at all times and not be accessible to all wildlife and properly and securely retained from all wildlife.

Without derogating from the generality of the foregoing, all Residential Portions must store their refuse in refuse bins fitted with baboon proof locks to protect the bin from access by primates or any other animal on refuse removal day. Split pins work well as secure lock mechanisms as baboons appear unable to fathom these devices.

In addition, it is advisable that Members install cages for refuse bins on their Residential Portions to ensure that large male baboons are not able to break into them. All such cages must comply with the requirement of paragraph 10.3.3 of the Raptor's View Wildlife Estate Architectural Rules.

5.7.2 Refuse Removal

Refuse will be collected on days and at a time decided by the Estate Manager and, failing him, the Board. No refuse bags are to be placed on the verges of properties.

5.8 **Chemicals**

No noxious or poisonous chemicals may be discharged anywhere on the Estate, except for pest control by specialised service providers who are registered with the Association.

5.9 **Fire Breaks**

Each Member is required to make fire breaks around buildings on his Residential Portion, or to procure that such fire breaks are made by a Contractor approved by the Board in writing, at the Member's cost by no later than 30 June of each year. The following procedure shall apply to making fire breaks:

5.9.1 Herbaceous vegetation, grass and small shrubs shall be slashed around buildings to a maximum height of 20 (twenty) centimetres or less. A minimum distance of at least 15 (fifteen) metres is required between vegetation and thatch structures, provided that Members with Residential Portions that are river stands may, at their own risk, reduce this distance to ensure privacy from neighbouring properties;

5.9.2 No bushes or established trees with a diameter of 10 (ten) centimetres or more at the trunk shall be removed provided that if branches are close to or in contact with thatch roofs, or insurance specifications require that they be cut, then they may be trimmed by the Member or a Contractor approved by the Board.

5.10 **Domestic Pets**

5.10.1 The Estate is a Wildlife estate. Domestic animals, feral animals and domesticated wild animals could interfere with, destroy and/or pass disease onto Wildlife on the Estate and disturb the ecosystem in the Estate. Moreover, hybridization between feral and domestic animals and Wildlife causes undesirable gene flow that threatens the existence of rare species.

5.10.2 No domestic animals, feral animals or domesticated wild animals, whether caged or not, are permitted on the Estate.

5.10.3 The Board or the Estate Manager can require any Member by written notice to remove any animal brought onto the Estate within 14 (fourteen) calendar days. If such Member fails and/or refuses and/or neglects to remove the animal from

the Estate with the aforesaid period, then the Board or the Estate Manager can remove or procure the removal of the animal from the Estate in which event the Member shall be liable for all costs of removing and accommodating the animal and for a fine determined by the Board.

5.10.4 Abandoned, deserted, injured, problem or nuisance Wildlife must be reported to the Association's offices or to the Estate Manager.

5.11 **Accommodation**

5.11.1 No camps, including caravans, tents or mobile homes, whether to provide temporary or permanent accommodation, may be established on the Estate.

5.11.2 No minor is permitted to reside or stay on the Estate unaccompanied by an adult who is at least of 21 (twenty one) years of age and who exercises direct supervision of such minor.

5.11.3 A Member may apply to the Board in writing for 1 (one) personal employee only, with no extended family, to reside on his Residential Portion. The decision on whether or not to grant such consent shall be in the sole discretion of the Board.

5.12 **Generators**

No motorised generators or power plants may be used on the Estate, without the prior written consent of the Board. Where such consent is granted, such generators and power plants shall:

5.12.1 only be allowed in emergency situations when line power supply is not available for periods longer than 12 (twelve) hours;

5.12.2 not be used for construction or maintenance power unless specified in the aforesaid consent;

5.12.3 not be operated outside the hours of 06h30 to 20h00 on weekdays and 08h00 to 18h00 on weekends and public holidays;

5.12.4 not exceed a generating capacity of 5KVA; and

5.12.5 have their fuel stored in a safe environment with proper provision for fire precautions including a fire extinguisher, which in the sole discretion of the Board, is appropriate.

5.13 **Domestic Workers**

- 5.13.1 Domestic Workers shall be given access to the Estate through the relevant access protocols in place at the time of access.
- 5.13.2 Members shall immediately notify the Association of any Domestic Workers who are no longer employed by them to enable such workers' access to the Estate to be cancelled.
- 5.13.3 Due to the presence of dangerous wild animals on the Estate, it is particularly unsafe for Domestic Workers to traverse the Estate by foot.

6 SECURITY

6.1 In the interests of providing an effective security service and systems, security protocol must be adhered to at all times and all persons are to treat security personnel in a co-operative, courteous and patient manner.

6.2 There is controlled access to the Estate and access procedures shall be determined by the Board from time to time. All Members and Residents are required to comply with, and procure that their Visitors comply with, access procedures.

6.3 Rules and Protocols

6.3.1 The security guards and the controlling security rules and systems that are in place shall not be abused or frustrated by any person.

6.3.2 Right of access to the Estate and issuing of the prescribed security protocols is in the sole discretion of the Board.

6.4 Enforcement

6.4.1 Every Member and Resident must procure that his or her Visitors and Contractors adhere to security protocol. Formalities and rules relating to access by Visitors shall be determined by the Board from time to time.

6.4.2 Members and Residents note that the entire perimeter fencing serves as a deterrent and is not guaranteed to prevent a determined attempt at intrusion into the Estate.

6.5 Residents

6.5.1 Any Member who requires additional security in his Residential Portion shall be required to install his own security system, the type of which shall require the prior written approval of the Board. Members will only be permitted to install silent alarms.

6.5.2 All Residents on the Estate must register with the Association.

- 6.5.3 Residents shall obtain the prior written consent of the Board before inviting more than 20 guests for any functions or events to avoid congestion at the entrance gate. Any additional cost that may be incurred shall be borne by the Resident.
- 6.5.4 All Residents shall use the designated Residents' entrance.
- 6.5.5 Residents are not allowed to give the security personnel any instructions. All complaints against the security personnel are to be lodged with the Association in writing.
- 6.5.6 For reasons of security, the private telephone numbers and contact details of Residents will be stored and treated as confidential and not be released to third parties without Residents' prior consent.

6.6 **Contractors**

All Contractors shall comply with the registration and access procedures for Contractors.

6.7 **Visitors**

No Visitor will be granted access to the Estate without prior authorisation having been arranged by the Resident concerned.

6.8 **Vehicles**

No unauthorized vehicles will be allowed onto the Estate.

7 **LETTING AND RESELLING PROPERTY**

- 7.1 No Residential Portion may be marketed on the Estate, whether for sale or rent, through the agency of any estate or other agent other than an agent approved in writing by the Association.
- 7.2 The Association will consider an application for approval of an estate agent who:
- 7.2.1 is in good standing with the Association;
 - 7.2.2 has furnished the Association with a written undertaking to abide by the Estate Rules;
 - 7.2.3 has signed an agreement with the Association binding the estate agent to act in accordance with the procedures prescribed by the Association for the sale or lease of property in the Estate; and

- 7.2.4 has furnished the Association with copies of all documentation authorising the estate agent to operate lawfully.
- 7.3 The Association reserves the right to review and withdraw its approval of any estate agent.
- 7.4 “For Sale”, “For Lease”, direction boards or similar signs shall not be erected under any circumstances and are not allowed on the Estate.
- 7.5 No Member shall let a Residential Portion of which it is the registered owner, unless it is a condition of the lease that the tenant acknowledges that upon occupation of the premises, he and his family, his employees and any guests or individuals shall abide by the provisions of the MOI, the Estate Rules and any other rules of whatever nature applicable to the control, management and running of the Estate.
- 7.6 Prospective tenants may only view the Residential Portion concerned by appointment and if accompanied by a Member or agent approved in terms of clause 7.2 above.
- 7.7 A Member shall, prior to a tenant taking occupation of a Residential Portion:
- 7.7.1 provide the tenant with a copy of the MOI, the Estate Rules and any other rules of whatever nature applicable to the control, management and running of the Estate;
- 7.7.2 furnish the Association with a copy of the tenant’s identity document or, in the case of a company, incorporation documents, a copy of the lease signed by both the Member and the tenant and a duly completed and signed tenant information form in the format prescribed by the Association.
- 7.8 No Member shall:
- 7.8.1 let a Residential Portion of which it is the registered owner for a period of less than 30 (thirty) consecutive days without the prior written approval of the Association unless the tenant is accompanied by the Member concerned for the duration of the lease; or
- 7.8.2 operate a lodge, hotel or bed and breakfast on such Residential Portion.

8 INDEMNITY

Each Member and Resident absolves the Association and its employees, directors, officers, sub-committee members and agents (“the Indemnified Parties”) from all liability and indemnify them against any claim by any person (including but not limited to a claim by a Visitor, parent, guardian or a dependant) for damages or loss of whatever nature

(including but not limited to consequential damages or special damages) flowing directly or indirectly from:

- 8.1 any injury (including fatal injury) suffered by them or their Visitors, their children, children in their care and their Domestic Workers whilst on the Estate or running, walking or cycling on the Estate; and
- 8.2 any damage to their property or their Visitors', children's or Domestic Workers' property on the Estate,

whatever the cause/causes are (including any negligent or grossly negligent act or omission by any of the Indemnified Parties), save only for the exclusion of intentional action on the part of the Indemnified Parties.

DOCUMENT REVISION HISTORY

Date	Description	Rev	Director's Signature
15 June 2018	Approved by members by way of special resolution.	1	
4 August 2018	Amendment to paragraph 5.6 approved by Members by way of special resolution.	2	
3 August 2019	Amendment to paragraph 5.7 approved by Members by way of special resolution.	3	