

AGREEMENT TO KEEP A DOG IN THE VILLAGE

Permission to keep..... at your home #at the Village is hereby granted subject the the following terms and conditions and the attached Rules, which form part of the governing documents at the development and must be complied with at all times.

The keeping of a dog is accepted as a privilege and not a right and is only available to bona fide Owners living in the Village and not their Tenants. This privilege may be withdrawn at any time at the sole discretion of the directors. Their decision in any circumstances shall be final with no right of appeal.

A holding deposit of R2500 shall be paid to the VHOA against which fines for breaches of good conduct may be deducted. The deposit must be made good back to R2,500 within a month of any deduction or else the privilege shall be withdrawn and the dog must be removed.

If the privilege to keep the dog in the Village is withdrawn the dog must be removed within 14 days of receiving written notice of the withdrawal of this right.

Failure to remove the dog as above will require you to forfeit your deposit and pay a penalty of R2500 per month whilst the dog remains in the Village and you are in breach of the privilege to have the dog.

..... accept the terms and conditions above and the Rules below (which may be amended from time to time,) which apply to keeping our dog in the Village on HWE. I/we further accept that the below Rules are attached for emphasis, and form part of the overall Rules binding on me/us as an owner/tenant.

Signed.....Owner.....
dd.....
Signed.....Chairperson VHOA.....
dd.....

PET RULES FROM CONDUCT RULES FOR VHOA

8.1 The Estate, which is situated within the Hoedspruit Wild Life Estate, is an area which houses wild game. As such, the introduction of pets is actively discouraged. No pets may be kept on the Estate without prior VHOA approval, given in writing, by the Directors. All such pets are to be registered with the VHOA via the Managing Agents, prior to being brought onto the Estate.

8.2 As a result of the nature area, the VHOA has resolved that pets (including any mammal, bird, reptile, snake, crustacean, insect or arachnid, or any other living creature) may, as a general rule, not be kept on the estate.

8.3 In the exceptional circumstance that permission is given to keep a pet, such permission is a privilege not a right and may be withdrawn at any time, in the sole and absolute discretion of the Directors. If such permission is withdrawn, the occupant shall immediately remove the animal from the Estate, failing which the VHOA shall be entitled to proceed against the owner to have the animal removed or destroyed.

8.4 No cats will be allowed as the Estate houses wild animals. If dogs are permitted, they should be of a small breed (under 7kg) and shall be limited to one dog per property. Any occupant who wishes to apply to keep a dog, which will only be permitted under exceptional circumstances, shall be required to fully fence their property (in accordance with the Architectural Design Guidelines, to a height of 1200mm), with a fence approved by the Directors, which shall not be passable by such animal.

8.5 Occupants shall ensure that their pets do not foul the common property. Should any pet foul the common property, the occupant of the Property to which the pet belongs shall remove all fouling or other matter left by such pet forthwith.

8.6 If pets are outside of the private gardens of the property, they must be kept on a leash or in a suitable container at all times.

8.7 All dogs must be:

8.7.1 Neutered / spayed & vaccinated with all relevant documentation.

8.7.2 Identifiable by collar & identity tag with the property number & telephone number or the pet must be Micro Chipped by the SPCA.

- 8.7.3 Leashed or properly controlled when on the common property.
- 8.8 Bitches on heat are not allowed anywhere on the common property at any time.
- 8.9 Vicious animals or any other pet as the Directors see fit, may not be kept in any property or on the common property.
- 8.10 Aviaries and /or bird cages are not permitted.
- 8.11 No kennels or other like accommodation for pets may be sited at any place where it can be seen from any portion of the common property.
- 8.12 Complaints regarding any nuisance caused by pets (including excessive barking) must be submitted in writing to the VHOA who shall have the right to fine the owner of the pet concerned or to take steps to have the same removed from the Estate, after a full investigation into the matter by the Directors and/or Managing Agent.