


SILONQUE LANDOWNERS ASSOCIATION (LOA)

**RULES & REGULATIONS 14 February 2006
(as amended – 4th revised edition, 28/01/2023)**

Land Owner/ Resident Initial: _____

Silonque (Pty) Limited Initial:  _____

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1. **DEFINITIONS:**

The words defined in the Landowners' Rules and Articles of Association of the LOA include the following, which are used in these Rules:

Animals - All wild living creatures that roam freely on the property of Silonque Private Game Reserve (the area enclosed by game fences including the sub-divisions).

Building Site - Where improvements may be or are already erected.

Commercial Area - Sub-division 112-115 if owned by the same party and 20 and 21 where profit is the main aim engaged in commerce.

Contractor/Sub-Contractor - Any person doing construction, building or other work on the property.

Farm/Property - Refers to all the sub-divisions 55 to and including 115 as well as 20 and 21 on Silonque Private Game Reserve.

Improvement - Being the buildings to be or where buildings have been erected within the building site.

Landowners' Association (LOA) - The Association is made up of the owners of sub-divisions. Directors will serve for a term as set out in the Memorandum of Incorporation.

Managing Agent - The person or persons appointed by the LOA.

Member/Owner - An individual/s or company which owns a sub-division.

Optional Service - Services to be provided at the request of an owner with the prior written permission of the LOA.

Private Road - A road on a sub-division.

Security Road - Road along game fences (servitude over various properties). See Plan annexed "A"

Service Road - Main accesses to sub-division (servitude over various properties). See Plan annexed "A"

Service Charges - Charges levied from time to time by the LOA such as for the upkeep of service roads, security road, main supplies of electrical and water services and game fencing, new gatehouse and any other structures required by the LOA.

Silonque Private Game Reserve - The area enclosed by game fences including the sub-divisions.

Sub-division - The areas of ± 21 ha owned by members via title deeds.

Voting rights - The right to vote as a representative/owner of a sub-division. Only one vote per sub-division allowed.

2. **INTRODUCTION, BACKGROUND AND DEFINED TERMS:**

2.1 The objective of the LOA is to promote, advance and protect the communal interest of members and occupiers of the sub-divisions and Commercial areas of Silonque Private Game Reserve for the benefit, use and enjoyment of the members and occupiers.

2.2 These rules have been made in terms of the Articles of Association of the LOA. They are binding on all members and occupants of Silonque Private Game Reserve. The member is responsible to the LOA for any breach of rules by an occupant.

2.3 The members of the Association are responsible for ensuring that members of their families, tenants, visitors, friends, invitees and all their employees abide by and respect these rules.

2.4 Harmonious living within Silonque Private Game Reserve is only possible when the Members and occupants use and enjoy their sub-division with due regard to other Members and occupants.

2.5 In terms of the Articles of Association of the LOA it has the power to make these Rules. No changes can be effected without the approval of Silonque (Pty) Limited as long as the Company holds property on Silonque Private Game Reserve.

3. **CATEGORIES OF RULES:**

There are 3 (three) "categories" of Rules. No rules can be changed without the approval of Silonque (Pty) Limited as long as the Company holds property on Silonque Private Game Reserve.

Category ONE - Those made by the LOA from time to time, which the LOA may add to, amend, repeal or substitute

Category TWO – Those contained in the Articles of Association of the LOA, which may only be added to, amended, repealed or substituted by special resolution of the Members; and

Category THREE – Those contained in the Articles of Association, which may not be amended or repealed

4. CATEGORY THREE RULES:

(MAY NOT BE AMENDED OR REPEALED)

4.1 USE OF THE SUB-DIVISION/PROPERTY

- 4.1.1 Notwithstanding that a Member is the Owner of the sub-divisions No's 55 to 115 and 20 and 21, he/she will only have use of the portion of his/her sub-division, for the improvements (being the building) and the area of the demarcated site around the Building, erected on the Building Site of the Sub-division.
- 4.1.2 The remainder of the land of such sub-division is regarded as game area.
- 4.1.3 The Member will have access to the sub-divisions via the Service Roads in terms of these Rules and such further rules laid down including payment of charges levied by the LOA.
- 4.1.4 The Building is to be used only for private residential purposes and no other purposes whatsoever, and therefore only one kitchen may be incorporated into the Building, except where commercial rights have been granted.
- 4.1.5 No fences may be erected between the various sub-divisions, except around the Building Site but the enclosure shall not exceed 3000m² in area.

4.2 ALIENATION:

- 4.2.1 An owner of a sub-division may not alienate a sub-division or any undivided share therein, without the prior written consent of the LOA. The LOA is obliged to give such consent, provided the transferee complies with the provision of the Articles of Association of the LOA.
- 4.2.2 No alienation of the sub-division is permitted, unless the Service Charge is paid up to date.

4.3 SUB-DIVISION:

- 4.3.1 Notwithstanding any law, no further sub-division in respect of a sub-division is permitted.

4.4 TRAVERSING RIGHTS:

- 4.4.1 Reciprocal traverse rights are granted to Members and their occupants over all the main access Roads (Service Roads as per plan Annexure A).
- 4.4.2 A Member shall comply with the condition of the sub-divisional Consent granted to Silonque (Pty) Limited.
- 4.4.3 Regarding traverse rights on the property and common Area, a Member acknowledges that a Member of Silonque Private Game Reserve, including as Owner of a sub-division, he/she has no traverse rights over any other sub-division except where such agreement has been entered into between Members of various sub-divisions and confirmed in writing and lodged with the LOA.

4.5 LEVIES/SERVICE CHARGES:

- 4.5.1 All Service Charges and Levies, as determined by the LOA from time to time are due and payable in advance to the LOA on the first day of each month. Interest will be raised on overdue accounts at a rate to be determined from time to time by the LOA. A further penalty shall be raised on accounts in excess of 60 (sixty) days. Such penalty shall also attract the interest charge. See Appendix 2
- 4.5.2 The LOA is entitled to institute legal action against non-payers and to charge interest on arrears and to recover legal costs on attorney and client scale from the defaulter. Interest will be charged at prime rate

5. CATEGORY TWO RULES:

(May only be added to, amended or repealed by special resolution of Members.)

5.1 IMPROVEMENTS:

- 5.1.1 The Improvements on a sub-division may not provide for any "separate" servant's accommodation.
- 5.1.2 The Member may not make any improvements or alteration to his/her sub-division or to Silonque Private Game Reserve, or demolish any part of any improvement on his/her sub-division, without the prior written consent of the LOA and in compliance with the Articles of the Association and the Design and Architectural Guidelines of the LOA.

5.2 VEHICLES:

- 5.2.1 A maximum of 2 (two) vehicles shall be parked on a permanent basis by a Member at the Building Site at any one time.

5.3 ROADS:

- 5.3.1 All roads within Silonque Private Game Reserve are for the movement of occupants, whether by foot, or vehicular means.

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- 5.3.2 Roads within Silonque Private Game Reserve include;
- Security Road
 - Service Roads/Access Roads
 - Private Roads on a sub-division
 - Footpaths on a sub-division
- 5.3.3 Private vehicles may only be used on service roads and private roads:
AND NOT
- on footpaths
 - anywhere off a private or thoroughfare road
- 5.3.4 The speed limit within the total property shall be 30 km/h unless stated otherwise.
- 5.3.5 All other enacted traffic legislation shall apply.
- 5.3.6 Residents are reminded that wildlife and game will frequently cross roads and speed limits must be obeyed. Animals have the right of way.
IF THESE RULES ARE BREACHED, IT CAUSES UNTOLD DAMAGE TO SILONQUE PRIVATE GAME RESERVE AND TO THE NATURAL BUSH. AND THE COST OF REPAIR IS FOR ALL MEMBERS!
- 5.3.7 A Member may not:
- Make any roads on the sub-division/Silonque Private Game Reserve except for access to the Building Site, which will be approved by the LOA.
 - Use a motorcycle or similar vehicle on the Property. Only motor vehicles and bicycles will be allowed. Open game viewing vehicles will be allowed.
- 5.3.8 All internal/private roads must be maintained by the sub-division owner.
- 5.4 GOOD NEIGHBOURS:
- 5.4.1 No business activity shall be conducted on a sub-division or in the Building. No activity (including hobbies) is permitted which will cause aggravation or nuisance to fellow Members, or which interferes with the tranquil nature of Silonque Private Game Reserve, without the prior written consent of the LOA.
- 5.4.2 The volume of music, electronic instruments, entertainment or activity of contractors and domestic employees, should be at such level as not to cause a nuisance or disturbance to any other Members or wildlife on Silonque Private Game Reserve.
- 5.4.3 The use of power tools is not permitted without the prior written consent of the LOA and then only within the following hours:
 09h00 to 16h00, Monday to Friday.
- 5.4.4 No washing may be openly hung in or around the Building Site. All washing must be hung at places so that it cannot be seen from anywhere. (See Point 3 of Design and Architectural Guidelines)
- 5.5.5 Refuse must be properly sorted and collected in terms of a system devised and determined by the LOA from time to time and/or removed to a Municipal dumping site. No refuse shall be buried or burnt on the Property.
- 5.5 SUB-DIVISION AND BUILDING SITE:
- 5.5.1 Every Owner shall be responsible for the maintenance of the sub-division and the area of the Building Site, only. An "optional service" (see Rule 6.2) in this regard is available for the benefit of Members.
- 5.5.2 Trailers and all garden equipment and the like, including equipment, tools, must be sorted within an enclosed area on the Building Site. (No caravans for accommodation purposes).
- 5.5.3 No building waste material or garden waste may be dumped anywhere. It must be removed from Silonque Private Game Reserve immediately by the Member or in terms of the refuse removal policy of the LOA.
- 5.5.4 Gardens should be created from endemic, indigenous flora within the Building Site. The LOA has the right at any time to restrict the creation of gardens, should the LOA be of the opinion that they are not in keeping with the flora of Silonque Private Game Reserve. No exotic, noxious or prohibited flora shall be planted anywhere on Silonque Private Game Reserve.
- 5.5.5 No poisonous chemicals may be discharged anywhere on Silonque Private Game Reserve.
- 5.5.6 Domestic pest control may be utilised in the Improvements only, with prior written permission of the LOA and carried out by a professional, prior approved company, approved by the LOA.
- 5.5.7 No swimming pools may be erected on the sub-divisions, except with the prior written consent of the LOA. (Maintenance and water usage). In such case, swimming pools will not exceed 30m² and will be salt-chlorinated pools, fenced in/closed if building site is not enclosed.
- 5.6 BUILDING SITE:
- 5.6.1 A Member acknowledges being aware of the provisions of the Articles of Association of the LOA. These include those provisions which relate to the erection of the Improvements and alteration on the Building Site.
- 5.6.2 In summary, the provisions of the Articles of Association of the LOA provide in this regard as follows:
- 5.6.2.1 The Improvement shall only be erected within the Building Site and the Building Site boundaries shall be no closer than 50m to any sub-division boundary.



- 5.6.2.2 The Improvements shall only be erected in terms of the Articles of Association of the LOA, Design Guidelines and Architectural Guidelines.
- 5.6.2.3 The Improvements shall, in general, comply with the following:
- a) The Improvement may consist of such residential buildings as are allowed in law and not exceed 9m in height.
 - b) The siting of the Improvement is regulated to protect the property, fauna and flora including the sub-division.
- 5.6.3 During the building of the Improvements and thereafter;
- 5.6.3.1 A fence needs to be erected demarcating the Building Site and to keep animals out of such construction area.
- 5.6.3.2 The whole Building Site must be kept clean at all times of any kind of rubbish, including empty cement bags, empty paint bins, lunch wrappers, food remains, and the like;
- 5.6.3.3 On completion of the work; all builders' rubble and surplus material must be removed immediately;
- 5.6.3.4 No builders' material may be offloaded on any hardened surface or any road, but on the on the Building Site; and
- 5.6.3.5 Concrete may not be mixed on any road, but only on the Building Site.
- 5.6.3.6 All contractors and staff/sub-contractors of contractors to be transported to and from the Building Site in a motor vehicle. No contractor will be allowed to move on the property on foot. It is the sole responsibility of the Owner to ensure that the assigned contractor applies and adheres to all the rules pertaining to this document, including but not limited to 5.3, 5.6, 5.7, 5.9, 5.11 and 5.13.
- 5.6.3.7 No building contractor or staff will be allowed to set up temporary camp on any premises and will depart from the property at the end of the day's work and arrive again in the morning.

5.7 CONDITIONS WITH REGARD TO ALL CONTRACTOR ACTIVITY:

- The Association has adopted certain rules relating to Contractor activity within the property. No Contractor or sub-contractor may be contracted by a sub-division owner, which has not been approved by the LOA, and the Contractor Agreement signed. The primary intention is to ensure that all building activities occur with the least possible disruption to members/occupants and on the environment. In the event of any uncertainty, members and/or contractors are welcome to contact the LOA.
- a) The conditions governing building activities, which are set out in this document, are rules adopted by the LOA and are therefore binding on all members, their contractors and sub-contractors. Furthermore, all members are therefore obliged to ensure that their contractors and sub-contractors are made aware of these conditions, which include the Design and Architectural Guidelines and comply strictly with them.
 - b) Owners are required to include these conditions in their entirety in any building contract concluded in respect of improvements on the sub-division, and all such contracts shall be required to be submitted to the LOA for prior approval.
 - c) The LOA has the right to suspend any building activity in contravention of any of the conditions herein and accepts no liability whatsoever for any losses sustained by an owner as a result thereof.
 - d) No building contractor is permitted onto the property unless he has concluded a contractor's agreement with the member.
 - e) Contractor activity shall only be permitted during the hours of 6h00 and 18h00, Monday to Friday.
 - f) No contractor activity is permitted on Saturdays, Sundays or public holidays without the written permission of the LOA.
 - g) All workers of contractors and sub-contractors must enter the property in an approved vehicle with a temporary disc and all workers shall obtain entry by lodging a valid ID document in exchange for a temporary permit, which shall be handed back on leaving the property. All such workers will gain entry to Silonque Private Game Reserve through the main entry gate.
 - h) The contractor shall provide facilities for rubbish and rubble disposal and ensure that their employees use such facilities. All rubbish and rubble shall be removed from Silonque Private Game Reserve by the contractor EACH DAY. No rubbish or rubble shall be burnt or buried on the property.
 - i) No concrete or other building material may be mixed on the ground.
 - j) No materials shall be off-loaded by a supplier onto roads, road verges or roadways. All materials shall be off-loaded onto the designated building site for the receiving of the contractor. Likewise the contractor shall not leave rubble, rubbish or materials on the road verges or roadways.
 - k) The area of the building site will be fenced, permanent or temporary and no workers employed on the building site are permitted to leave that demarcated area.
 - l) The contractor shall provide portable toilet facilities for use by its workers. No pit latrines will be permitted. All toilet facilities will be maintained for the duration of the building activities in a sanitary and healthy manner and be removed immediately after the site has been cleared.
 - m) Erection of contractor building boards will be approved by the LOA prior to erection thereof.
 - n) Contractors will ensure that all fauna and flora are NOT damaged or disturbed during building operations. The member and the contractor shall be jointly liable for any damage to roads, plants, animals, roadways and private property. Such damage shall be rectified to the satisfaction of the LOA to the cost of the member and contractor.
 - o) Should the LOA have any concerns about the conduct or performance of any contractor, sub-contractor or their employees, the matter shall be referred and the ruling of the Association on the incident/s shall be final.

- p) The member, contractor and sub-contractor shall not claim at any time that they are not aware of the existence of these rules and any other applicable to their respective obligations and it is incumbent upon each member to ensure that every contractor and/or sub-contractors in his employ is aware of their respective responsibilities.

5.8 USE OF SILONQUE PRIVATE GAME RESERVE:

- 5.8.1 Members shall have NO right of access over Silonque Private Game Reserve, for the purposes of walking and game viewing, except on his/her sub-division and the service roads.
- 5.8.2 A Member shall not provide permanent housing to accommodate servants on the sub-division, without the prior written consent of the LOA;
- 5.8.3 A Member shall not interfere with any flora or fauna on Silonque Private Game Reserve.
- 5.8.4 Animals shall, at all times, have the "right of way" within Silonque Private Game Reserve.
- 5.8.5 No domestic animals or birds, including dogs are permitted on Silonque Private Game Reserve, without the prior written consent of the LOA. NO CATS WILL BE ALLOWED ON THE PROPERTY. (Category 3 Rule) Rule replaced on 04 December 2015, please refer to page 21.
- 5.8.6 A Member shall not take steps to set up camp anywhere on Silonque Private Game Reserve on a temporary or permanent basis.

5.9 GAME SAFETY AND ACCESS:

- 5.9.1 Silonque Private Game Reserve adjoins the Kruger National Park.
- 5.9.2 Wild, dangerous animals, including predators, roam from time to time on Silonque Private Game Reserve. This includes lion, hyena, leopard, elephant and buffalo.
- 5.9.3 The owner is aware of the above. An owner indemnifies:
- The Land Owners Association
 - The Owner of the Commercial Area
 - The Managing Agent against any claim which may be made against any of the foregoing, arising from, or connected to, or as a result of any damage suffered by a Member arising from his/her use of Silonque Private Game Reserve or any facility on Silonque Private Game Reserve, or arising from his/her being on Silonque Private Game Reserve and all other people under his jurisdiction i.e. family, visitors etc.
- 5.9.4 An Owner shall not in any way, interfere with or approach any animal on Silonque Private Game Reserve. An Owner shall follow the Rules as may be laid down by the LOA, or such regulations laid down by the LOA. This includes :
- Do not tease animals
 - Do not approach animals
 - When you see an animal, leave as soon and as quietly as possible
 - The use and operation of any handheld or fixed spotlight(s) from any vehicle while driving around during dusk, dawn or night, is not permitted under any circumstances.

IF THESE SOUND LIKE CHILDISH, WELL-WORN ADMONITIONS, BE WARNED. ALL WILD ANIMALS ARE DANGEROUS AND THEY CAN KILL OR MAIM YOU. A MEMBER ACKNOWLEDGES BEING AWARE THAT IT IS PARTICULARLY DANGEROUS TO STRAY FROM SERVICE ROADS, AND THAT WALKING ANYWHERE ON SILONQUE PRIVATE GAME RESERVE AT TWILIGHT, DUSK, OR AT NIGHT TIME, IS PARTICULARLY DANGEROUS. BE AWARE AND CAREFUL!

- 5.9.5 Silonque Private Game Reserve is a Private Game Reserve. Consequently only Members and their guests are entitled to be on Silonque Private Game Reserve. In order to preserve such privacy, a Member undertakes to abide by the requirement relating to his/her admission to Silonque Private Game Reserve. No visitor will be allowed onto the property without the presence or without written consent of the owner. This rule should be read in conjunction with Rule 5.15.

5.10 ENVIRONMENTAL MANAGEMENT:

- 5.10.1 No rubble, waste or refuse of any kind shall be dumped or discarded in any area or sub-division, open space, road or stream. All rubble, waste and refuse will be removed from the property and dumped responsibly at dumping sites outside of the property.
- 5.10.2 Picnicking shall not be permitted on the Property.

5.11 PRESERVATION OF WILDLIFE AND SILONQUE GAME FARM:

- In order to preserve the flora and fauna on Silonque Private Game Reserve, every Member, guest or invitee shall:
- 5.11.1 not chase, hunt, shoot, trap, fish, molest, disturb or in any way interfere with the indigenous wild life of Silonque Private Game Reserve without the prior written consent of the LOA,
- 5.11.2 prevent veld fires and avoid the creating of fire hazards,
- 5.11.3 not create any disturbing noise,
- 5.11.4 not make any new footpaths or new roads,



- 5.11.5 not establish or create any feeding or drinking point for game nor feed any animals or birds on Silonque Private Game Reserve,
- 5.11.6 not make any fires other than in areas specifically designated therefore,
- 5.11.7 not drive anywhere other than on designated access roads or thoroughfare road,
- 5.11.8 not use a caravan on Silonque Private Game Reserve,
- 5.11.9 not collect or take anything from Silonque Private Game Reserve, including any wood, stones, flora, fauna or the remains of fauna or flora without the prior written consent of the LOA,
- 5.11.10 not park unattended vehicles in areas other than those designated by the LOA from time to time,
- 5.11.11 subject to Rules 5.4.3 and 5.11.3, not introduce any motorised generators or power plants onto Silonque Private Game Reserve, without the prior written consent of the LOA,
- 5.11.12 not introduce any motor cycles or other motorised vehicles onto Silonque Private Game Reserve, save those designated from time to time to commute directly from the entrance of Silonque Private Game Reserve to a residence; and
- 5.11.13 not drill any holes, including boreholes, on Silonque Private Game Reserve without the prior written consent of the LOA.
- 5.12. IMPROVEMENTS:
- 5.12.1 A member shall maintain the improvements, including the paintwork, thatching, piping and windows, in a good and sound condition to the satisfaction of the LOA. Should a Member not comply with this rule, the LOA shall be entitled, but not obliged to take such steps as may be necessary to effect such repairs at the cost of the Member. Such cost shall be deemed to be part of the Service Charge.
- 5.12.2 A Member may only erect signage indicating his/her improvement or access to his/her improvements, with the prior written consent of the LOA. All such signage shall be substantially the same for all Members.
- 5.12.3 A Member may fence his/her Building Site on his/her sub-division to a limit of 3000m².
- 5.13 ARCHITECTURAL DESIGN GUIDELINES:
- 5.13.1 All building plans must be in accordance with the Design Guidelines and Architectural Guidelines applicable to the development and must be approved by the LOA. This also applies to any subsequent alterations and additions to existing structures.
- 5.13.2 All builders must comply with all rules.
- 5.13.3 No more than 10 (ten) beds per sub-division may be permitted.
- 5.13.4 No boundary demarcation of individual stands of any type is permitted without prior written consent of the LOA.
- 5.13.5 Lean-to or temporary carports will not be permitted.
- 5.13.6 Roofing material for patios shall be as defined in the Design Guidelines.
- 5.14 SECURITY:
- 5.14.1 Security is an attitude. It is for each member's own benefit and for the benefit of all occupants.
- 5.14.2 The Managing Agent will be responsible for the security and shall not be abused by any person.
- 5.14.3 Security protocol at the secured entrance shall be adhered to at all times.
- 5.14.4 An ID card system will be introduced for temporary workers, the Managing Agent and contractors' representatives and their employees and must be enforced by the Member and every person in his or her employ.
- 5.14.5 The security of the property will run 24 hours a day on a basis to be determined from time to time by the LOA.
- 5.14.6 All permanent vehicles will display a permanent security sticker. Visitor vehicles will display a temporary sticker.
- 5.15 TENANTS, VISITORS, CONTRACTORS and EMPLOYEES:
- 5.15.1 Should an owner let his property, he shall inform the LOA in writing in advance of the lessee taking occupancy, accompanied by a signed Land Owners Association Rules stating that they will abide by these rules. The owner is responsible to ensure that the lessee adheres to all the rules of the LOA and that the lessee is bound to all these rules. Despite the foregoing the owner shall at all times be accountable for the actions of his lessee.
- 5.15.2 Owners and approved lessees shall be liable for the conduct of their visitors, contractors and employees at all times.
- 5.15.3 The Managing Agent will enforce the rules and all lessees and owners are bound to the authority of the Managing Agent as assigned to them from time to time by the LOA.
- 5.15.4 No charge for accommodation shall take place on short-term letting.
6. CATEGORY ONE RULES :
(Those made by the LOA from time to time, which the LOA may add to, amend, repeal or substitute)
- 6.1 GENERAL :
Without affecting the generality of the foregoing Rules, Members are required to:
- 6.1.1 Respect the off-duty hours of staff in the employ of LOA;
- 6.1.2 Keep the volume of audio and TV equipment to acceptable limits;
- 6.1.3 Advise the management of any unusual sightings, including injured animals, trespassers, potential poachers and the like;

- 6.1.4 Switch off gas, water supplies and electric lights when departing;
 - 6.1.5 Control fires carefully and do not leave fires burning or live embers when leaving the Improvement, and;
 - 6.1.6 Insist on guests and authorised users acquainting themselves with and obeying the Rules.
- 6.2 **OPTIONAL SERVICES:**
- 6.2.1 The LOA is authorised to cause the Managing Agent to render further services to Members from time to time and to establish a charge list in respect thereof (the "Optional Services"). Charges for the Optional Services shall be market related.
 - 6.2.2 The LOA has the right and power to subcontract or outsource the Optional Services.
 - 6.2.3 The Optional Services can include:
 - 6.2.3.1 the maintenance of the Improvements on a sub-division both inside and outside;
 - 6.2.3.2 the provision of servants on a temporary or permanent basis;
 - 6.2.3.3 the Security, management of game, patrolling and manning of the entrance gate of the Property
 - 6.2.3.4 the provision of firewood and charcoal;
 - 6.2.3.5 the management of a laundry and the rendering of a laundry service;
 - 6.2.3.6 the gardening and cleaning of Building Sites and the sub-divisions;
 - 6.2.3.7 the cleaning of windows of the Improvements;
 - 6.2.3.8 the removal of refuse;
 - 6.2.3.9 the maintenance of personal vehicles, water installations, air conditioners, water and/or solar electrical installations, and any other installation or equipment on the sub-division;
 - 6.2.3.10 the provision of a cleaning service before and after visits to the Improvement; and
 - 6.2.3.11 the regular airing of the Improvements and pest control (read in conjunction with Point 5.5.6) as the Members may determine, or, as may be required by law.
- 6.3 **ADMINISTRATION:**
- 6.3.1 The LOA through its Members and its regulatory process may vary, amend, add to or repeal Category One Rules from time to time as deemed necessary for the benefit of all Members and in the interest of sound management practices.
 - 6.3.2 The LOA through its Members shall have the right to fine transgressors of any Rules in relation to its seriousness. Such fine shall be deemed as part of the Service Charge and recovered via the Service Charge. See Appendix 2.

DESIGN AND ARCHITECTURAL GUIDELINES: (These guidelines are only for private residential properties)

1. **GENERAL:**
All building activities to be within the 3000m² area.
2. **MAINTENANCE:**
Owners shall at all times maintain the exterior of their houses, swimming pools, garden, screen walling or fencing and decks to the satisfaction of the LOA.
3. **APPEARANCE:**
Owners shall at all times ensure that any object which could, in the opinion of the LOA be considered unsightly or to the detriment of the appearance of the property, not be visible from common areas or other properties and/or roads. Objects, which should be screened from view, include among others washing lines, exposed plumbing and swimming pool pumps.
4. **RESTRICTIONS:**
The restrictions set out below are in addition to any restriction imposed in terms of conditions of title, town planning schemes or national or any other building regulations. Notwithstanding that any plans or improvements may comply with any such restrictions imposed by third parties, the approval of any plans or improvements within the Property shall be at the sole discretion of the LOA. Similarly, compliance with restrictions imposed by the LOA shall under no circumstances absolve the owners from the need to comply with restrictions imposed by third parties, nor shall the LOA approval be construed as permitting any contravention of restrictions imposed by any authority having legal jurisdiction.
5. **DENSITY:**
The number of dwellings that may be erected on a sub-division shall not exceed the one dwelling, with only one kitchen and 10 (ten) beds maximum per site.
6. **HOUSE SIZE:**
Although the maximum house size is not prescribed, the LOA shall be entitled not to approve the plans for any house, which in their sole opinion would detract from the appearance of, or reduce the value of other houses on Silonque Private Game Reserve. The LOA shall not be required to give reasons for rejecting such a plan, nor shall the LOA incur liability to any person in doing so. Minimum size 180m².

7. **BUILDING SITE BOUNDARY:**
The Improvement shall only be erected within the Building Site and the Building Site boundaries shall be no closer than 50m to any sub-division boundary. It is the express responsibility of the purchaser to verify the position and its accuracy prior to the commencement of building works.
8. **SECURITY:**
No security spikes, razor wire shall be permitted.
9. **HOUSES:**
AESTHETIC CONCEPTS:
The property should remain as natural as possible and all buildings must blend in with the natural environment. Any external elements not described below will be assessed and approved by the LOA against the intention of the concept.
10. **HEIGHT RESTRICTION:**
The height of any part of the structure is not to exceed 9m (nine meters) above the natural ground level.
11. **WALLS:**
Houses that will be plastered should have paintwork natural in colour to blend with the natural surroundings. Facebrick is permitted and colour of brick to blend with the natural surroundings.
12. **OUTBUILDINGS:**
All garages, housing for electrical meters, lockable refuse enclosures and other outbuilding shall be constructed as part of the house and finished to match the main house.
13. **ROOFS:**
All pitch roof coverings to dwellings should either be thatch, erected and built by specialists and treated with fire protective treatment. Tiled roofs are permitted but in a neutral colour to blend with the natural surroundings. Colourmet, Chromadeck or similar is permitted.
14. **PLUMBING:**
PIPES: No visible supply pipes or sewer pipes will be allowed.
15. **SEPTIC TANKS:**
Septic tanks to be strictly in accordance with the local authority requirements to be approved prior to construction.
16. **POOLS:**
Pools to be maximum 30m² in size and pumps out of sight. All pools must be fenced in as part of the building site and/or covered to limit risk to wild animals.
17. **EXTERNAL FITTINGS:**
TV AERIALS: Aerials to be positioned as to have minimum impact on the surrounding areas.

SATELLITE DISHES: Satellite dishes to be positioned as to have minimum impact on the surrounding areas.
18. **RAINWATER STORAGE TANKS:**
Rainwater storage tanks to be positioned on ground level as to have minimum impact on the surrounding areas.
19. **REFUSE AREA:**
Lockable storage areas are required for refuse bins to limit animal interaction. No loose refuse bins to stand in the building area or anywhere on the sub-division.
20. **GARDENS:**
LAWNS: Lawns are only permitted within the building site.

PLANTS & TREES: Only endemic, indigenous trees and plants found in the greater Kruger Park area and the Lowveld will be permitted. An approved list of plants and trees is available from the LOA.

Land Owner/ Resident Initial: _____

Silonque (Pty) Limited Initial: _____

The following change to the rules was passed by way of resolution 005/2015 on December 4th 2015

Clause 5.8.5 was replaced in its entirety by:

5.8.5 Pets and domestic animals:

- 5.8.5.1 Each household residing on the reserve may have a maximum of two dogs. No other pets, birds or domestic animals may be brought onto or kept on the reserve. No cats will be allowed on the property.
- 5.8.5.2 Only dogs that have been sterilised and vaccinated against canine distemper and rabies, will be allowed on the reserve. Owners will be required to provide the reserve management with documentary proof that their dogs have been sterilised and vaccinated.
- 5.8.5.3 All dog owners have to sign Appendix 1 - Dog Ownership Agreement, before being allowed to keep dogs on the reserve.
- 5.8.5.4 Properties have to be adequately fenced to keep the dogs inside and dogs are not allowed outside the fenced area at any time except when inside a vehicle. Any dogs found roaming on the game reserve will be removed or disposed of by the manager. Management will take reasonable steps to assist owners who inform the office when dogs have accidentally escaped from fenced enclosures, provided it does not become a regular occurrence and no harm is done to wildlife.
- 5.8.5.5 Dog owners will take steps to ensure that their dogs do not bark and/or cause a nuisance to neighbours. Dogs may therefore never be left unattended on the property unless they are left indoors. When owners go away for a weekend or on holiday, dogs must be removed from the reserve unless someone is left in fulltime attendance to care for the dogs and ensure that they do not bark.
- 5.8.5.6 When a landowner is disturbed by barking dogs and cannot resolve it amicably with the dog owner, a complaint should be lodged with the manager or any board member. A formal written warning with details of the complaint will then be sent to the dog owner, requesting that effective measures be taken to stop the barking, such as fitting anti-bark collars or keeping dogs indoors.
- 5.8.7. After two formal warnings, on the third complaint, the dog owner will be required to remove the offending dog(s) from the reserve. In the event that this is refused, appropriate legal action will follow.

The following change to the rules were passed by way of special resolution 2019/010 at the AGM held on 26 October 2019

Page 5 5.3.4 The speed limit within the total property shall be 30 km/h unless stated otherwise.

The following was passed by way of ordinary resolution 2020/006 at the AGM held on 07 November 2020

Page 3

1. DEFINITIONS

Landowners Association

“Directors are elected annually by the Members according to the Articles of the Association” has been removed and replaced with “Directors will serve for a term as set out in the Memorandum of Incorporation.”

The following was passed by way of special resolution 2020/007 at the AGM held on 07 November 2020

Page 4

4.5 LEVIES/SERVICE CHARGES

4.5.1 “Appendix 2” was added


The following was passed by way of special resolution 2020/008 at the AGM held on 07 November 2020

Page 4

4.5 LEVIES/SERVICE CHARGES

4.5.2 “Interest will be charged at prime rate” was added

Land Owner/ Resident Initial: _____

Silonque (Pty) Limited Initial:  _____

Appendix 1

DOG OWNERSHIP AGREEMENT

I (full names), residing at Stand No on Mahlathini Private Game Reserve and owner of the following dog(s):

Name of Dog 1

Type of dog

Name of Dog 2

Type of dog

Agree as follows:

1. I accept that barking dogs can be a nuisance to neighbours, especially on a game reserve where people prefer to hear only bush sounds. Whenever my dog barks I will immediately investigate and silence them.
2. I accept all the conditions stipulated in Rule 19 of the Rules and Regulations of Mahlathini Private Game Reserve.
3. Any dogs found roaming on the game reserve will be regarded as feral dogs and may be disposed of by the manager.
4. If any of my dogs are found to be involved in the killing of wild animals on the reserve I will reimburse the LOA at the going purchase price for that animal.
5. When leaving the property for the day, I will ensure that either someone is in attendance all the time to care for the dogs and keep them silent or that they are left indoors.
6. When going away for a weekend or longer period and nobody will be in full time attendance at my house, the dogs will be taken off the reserve.
7. I accept that after a third formal complaint, the management of the LOA will have the right to demand that my dogs are removed and to take legal action to enforce the rules, should I fail to do so.


Signed:

Resident:

Dog owner (if not the resident):

Date.....

Land Owner/ Resident Initial: _____

Silonque (Pty) Limited Initial:  _____

Appendix 2

The fines were approved by a general resolution on 7th November 2020

Rule 6.3.2

Fines to be introduced for the transgression of the Rules & Regulations:

Breach of a Category 3 Rule

Fine of R1000 for every occasion

Breach of a Category 2 Rule


Fine of R750 for every occasion

Breach of a Category 1 Rule

Fine of R500 for every occasion

If the same rule is breached for a third time, legal action will be instituted against the Landowner.

Land Owner/ Resident Initial: _____

Silonque (Pty) Limited Initial:  _____