



LETAMO GAME FARM PTY LTD

Registration no: 1999/02852/07
(Hereinafter referred to as "LGF")

The Book of Rules of Letamo 2018

The Book of Rules of Letamo incorporates, and are subservient to, the Environmental Management Plan as approved by the Department of Environment and Tourism, Mogale City Environmental and by-laws, the Gauteng Department of Agricultural Rural Development, the World Heritage Site Cradle of Humankind, the Department of Water Affairs which shall, in terms of articles 5 and 6 of the Memorandum of Incorporation, govern the Conduct of all Members.

INDEX

1. Foreword	Page 2
2. Legislative Issues	Page 2
2.1. Meanings, Definitions, Acronyms, Abbreviations and References	Page 2
2.2. Mandate of the Board of Directors	Page 2
3. Responsibility of Members	Page 4
3.1. Rights and Conditions of the use of a Stand	Page 4
4. General Rules	Page 5
4.1. Indemnity	Page 5
4.2. Access Control	Page 6
4.3. Vehicle Control	Page 7
4.4. Fencing of Private Use Areas on Stands	Page 8
4.5. Domestic Animals/Pets	Page 8
4.6. Levies	Page 9
4.7. Signage	Page 10
5. Environmental Awareness	Page 10
5.1. EMP	Page 10
5.2. Environmental Management	Page 11
5.3. Waste and Refuse Removal	Page 11
5.4. Harvesting of Excess Game	Page 12
6. Architectural and Landscaping	Page 12
6.1. Architectural Design	Page 12
6.2. Building Lines	Page 13
6.3. Building Material	Page 13
6.4. Approval of buildings and improvements	Page 14
6.5. Building Phase	Page 14
6.6. Building Contractors	Page 15
6.7. Building Plan Submission	Page 16
6.8. Final Inspection	Page 17
6.9. Selling of Stand	Page 17
7. Governance of these Rules	Page 17
7.1. Breach of Rules	Page 17
7.2. Enforcement of Rules	Page 17
7.3. The Process of reporting a breach	Page 18
7.4. The Results of a breach	Page 18
8. Fines/Penalties	Page 18
9. Acknowledgement of Rules	Page 18
10. Consent	Page 19

1. Foreword

As a **Game Farm**, we enjoy a unique experience in an environmentally rich environment. These **Rules** are for the protection and reinforcement of this lifestyle and our investment.

To harmoniously share this environment with each other and the wildlife found within our perimeter, all Members shall at all times behave and conduct themselves in a considerate, reasonable and civilised manner, and shall in particular avoid being a Public Nuisance to others and are expected to observe certain restraints, and consider the rights and privileges of each other. Coupled to this, living on a **Game Farm** comes with the responsibility to protect, and attend to, the needs of the environment and game.

2. Legislative Issues

2.1. Meanings, Definitions, Acronyms, Abbreviations and References

When used in the Book of Rules of Letamo, words, headings, definitions, acronyms and abbreviations will have the same meaning as in the MOI and the Companies Act. This book of Rules is to be read in conjunction with the: the LGF EMP, the LGF MOI, the Companies Act; the Notarial Deed of Praedial Servitude of Reciprocal Traversing Rights; and the Title Deeds of Stands.

“**Public Nuisance**” means any act, omission or condition on Letamo and or any Stand, which in the opinion of the BOD is offensive or dangerous, or which materially interferes with the ordinary comfort, convenience, peace or quiet of Members, or which adversely effects the safety of Members or the public.

2.2. Mandate of the Board of Directors

- 2.2.1 To undertake the repair, upkeep, control, management, upgrading and administration of Letamo, excluding the Members dwellings, the payment of local authority charges levied in respect of LGF, including the dwellings if owned by LGF, and for any charges for the supply of electric current, gas, water, fuel and sanitary, security and any other services and for the discharge of any other obligation of LGF, against payment of a levy by all Members, at the discretion of the BOD.
- 2.2.2 To administer the general security arrangements on Letamo, with particular reference to controlling access and the nature and type of security to be provided from time to time, excluding the security arrangement of any Stand of a Member.
- 2.2.3 To maintain the infrastructure including, but not limited to: roads, fencing, picnic spots, guardhouses, booms, gardens, dams, water reticulation, water meters, fauna and flora of Letamo.
- 2.2.4 To ensure that each Member of a Stand on Letamo maintains his Stand in a clean and tidy condition and adheres to the specifications imposed by LGF relating to the environmental, landscaping and ecological planning. In the event of any Member failing to adhere to the specifications and maintenance of his Stand, the BOD shall be entitled, but not obliged, to perform the necessary acts and services and recover from such Member the costs thereof.

3. Responsibility of Members

3.1 Rights and Conditions of the use of a Stand

- 3.1.1 Member's rights of use shall be exercised by that Member personally or his nominated occupant. The rights and conditions of use shall endure for as long as the Member continues to be the registered owner of a Stand and shall be subject to compliance with the conditions of use. The conditions of use shall be enforceable by LGF against each Member and his nominated occupant and by each Member against LGF.
- 3.1.2 Every Member shall be entitled to the exclusive use, occupation and enjoyment of a private space area of his Stand as per the Title Deed of his Stand if not specified only to a maximum of 2000m².
- 3.1.3 Every Member shall be entitled to the shared use and access to Letamo (braai areas, dam areas and demarcated roads, portion 223), excluding the exclusive use areas of the Residential and Commercially Zoned Stands, in common with all the other Members, subject to the respective Title Deeds, the MOI, the EMP and the Rules of Letamo.
 - 3.1.3.1 Members, their nominated occupants, guests, employees and invitees shall use and enjoy Letamo entirely at their own risk, it being specifically recorded that there are potentially dangerous animals on Letamo. LGF accepts no responsibility arising from any injury, loss of life, or any other damage of whatsoever nature caused by such animals or from any other cause whatsoever.
- 3.1.4 Every Member shall adhere to the conditions, prohibitions, restrictions and servitudes of the Title Deed of his Stand and shall apply to the relevant authority should he wish to change the conditions, prohibitions, restrictions and servitudes of the title Deed of his Stand.
- 3.1.5 No Member shall be entitled to subdivide his Stand if such restriction, or conditions of subdivision, forms part of the Title Deed of his Stand.
- 3.1.6 No Member shall be entitled to conduct, or operate, any business from, or on, his Stand including, but not limited to a property time-sharing scheme as defined in the Property Time-Sharing Control Act 1983 or any other similar scheme, unless his Stand is duly zoned as a Commercial Zoned Stand and authorities, including, but not limited to Mogale City Local Authority, have issued an approval for a business to be conducted from the Stand. Once an application for re-zoning and or business rights is approved by the relevant authorities, the BOD will revisit the number of levy units payable by the Member for his Stand.
- 3.1.7 Members shall prevent their Stands from being used for any purpose that may be illegal or injurious to the other Stands on Letamo or Members themselves.
- 3.1.8 No Member may place, store, keep or permit to be placed, stored or kept upon any portion of Letamo otherwise than in the dwelling or outbuildings of such Member, any personal belongings.
- 3.1.9 Members, their nominated occupant, guests, employees and invitees shall not:
 - 3.1.9.1 Cause any nuisance of any nature whatsoever to other owners, nominated occupants or guests including, but not limited to, creating excessive noise and disturbances. The Letamo Farm Manager, appointed by LGF, in his sole discretion, shall determine what constitutes excessive noise, disturbance or nuisance, calling on the relevant authorities as needed.

- 3.1.9.2 Do, or omit to do, anything which contravenes or may jeopardise any license, authority, consent or permit held by LGF.
- 3.1.9.3 Make fires in any area outside the private space of the Stand of the Member, these fires to be made only in decimated braai areas and chimneys.
- 3.1.9.4 Contaminate any of the land and/or dams, streams or rivulets, or litter in any manner on Letamo.
- 3.1.10 Members, who are owners of a Residential or Commercially Zoned Stand, or their nominated occupant, shall be entitled to have guests on the exclusive use area of his Stand. The number of guests that may be invited to a Residential Stand, at any one time, may not exceed 20 (twenty), subject to a number of guests staying overnight not exceeding 10 (ten). The number of guests that may be invited to a Commercially Zoned Stand, at any one time, may not exceed the number of guests as specified in the zoning approval of the local authority for that Stand.
- 3.1.11 On application to the BOD, each Member, or his nominated occupant, shall be entitled to have guests on the remainder of Letamo (dams, braai areas and Portion 223), excluding the Residential and Commercially Zoned Stands.
 - 3.1.11.1 The BOD will in its sole discretion be entitled to establish limits on the number of guests and the area of Letamo (dams, braai areas and portion 223) that a Member may invite guests to. All guests are subject to the Book of Rules of Letamo and guests will be the sole responsibility of the Member that extended the invite.
 - 3.1.11.2 Members shall ensure that their nominated occupants, guests, visitors, employees and invitees observe the conditions of use and shall accept full responsibility for the conduct of such nominated occupants, guests, visitors, employees and invitees. The BOD, in its sole discretion, reserves the right to search any vehicle of guests, visitors, employees and invitees at any time. It shall be incumbent upon Members to acquaint all nominated occupants, guests, visitors, employees and invitees with the conditions of use.
- 3.1.12 Private dwellings and moveable property may be insured by the relevant Member, it being expressly provided that LGF shall have no responsibility with regard thereto. Any moveable property brought onto Letamo by a Member, and or his nominated occupants, guests, visitors, employees and invitees, shall be at the sole risk of the Member, and or his nominated occupants, guests, visitors, employees and invitees. None of the aforementioned shall have any claim whatsoever against LGF in respect of any loss or damage to such property from whatever cause such claim may arise.

4. General Rules

In this section where reference is made to “Person”, such reference shall include: all Members and, but not limited to, their Family, Residents, Tenants, Visitors, Guests, Invitees, Employees, Domestic Staff, Delivery persons, Contractors and any other occupants of Stands in Letamo.

4.1 Indemnity

- 4.1.1 LGF shall be entitled to require any Person to sign, before entering Letamo, a written waiver of all claims against LGF and its employees arising from any loss, damage or injury which such Person may sustain on Letamo from any cause whatsoever and whether or not such loss or damage is occasioned by any act or omission of LGF or any

employees of LGF or by any animal upon Letamo, failing which LGF shall be entitled to deny such Person access to Letamo.

- 4.1.2 Members hereby indemnify LGF against any loss, damage or injury that the Member, or any Person who the Member allowed onto Letamo, may sustain on or about Letamo from any cause whatsoever, and whether or not such loss or damage is occasioned by any act or omission of LGF or any of the employees of LGF, or by any animal upon Letamo.
- 4.1.3 Should any Member, or any Person who the Member allowed onto Letamo, cause any damage to Letamo or any improvements erected on Letamo, whether accidentally, negligently or wilfully, the Member hereby accepts full liability for the cost of repairing or replacing whatever may have been damaged. Any act by a Person, who the Member allowed onto Letamo, shall be deemed to be the act or omission of the Member, and any notice given to such a Person shall be deemed to be notice also to the Member concerned.
- 4.1.4 LGF shall not be liable for any damage, whether direct or consequential as a result of interruption or failure of electrical or water services or any other service that may be supplied to Letamo, regardless of the cause thereof, and whether or not such interruption or failure is occasioned by any act or omission by LGF or any of its employees.

4.2 Access Control

- 4.2.1 Access Control shall apply to all Persons on Letamo. Processes, methods and mechanics may change from time to time, as determined by the BOD and/or circumstances and/or security threats.
- 4.2.2 The “delivery” gate at the main Letamo entrance on Kromdraai Road, will be locked between 18:00 and 06:00. Deliveries between 18:00 and 06:00 will only be allowed through the “visitors” gate if the vehicle can fit through the entrance with a maximum height of 2, 8 (two comma eight) meters. No articulated vehicles will be allowed through the “visitors” gate at any time. All deliveries must be pre-authorized to be allowed access via the applicable process, as introduced by the BOD from time to time. Delivery persons will be issued with a “Deliveries Board” which must be displayed at all times. Delivery persons must adhere to roads, routes and speeds as indicated on the “Deliveries Board”. Delivery persons must return the issued “Deliveries Board” on exiting.
- 4.2.4 Residents’ access will only be granted to Members and their designated Stand occupants residing on Letamo. Vehicle Entrance Tags and Vehicle Identification Stickers must be obtained from the Letamo Office, at the prevailing rate, and must be visibly displayed on all vehicles. Changes of vehicles must be reported to the Letamo Office and new Entrance Tags and Vehicle Identification Stickers must be obtained from the Letamo Office. Members will be issued with a “device” which is not transferrable to any other Person and Members are responsible for these “devices”, and the use thereof and will be held accountable for unauthorised use. Unauthorised use can result in the confiscation of the “devices”. The loss or theft of any “device” must be immediately *reported* to the Letamo Office to ensure the disabling of the “device”. Any vehicle of a Member not displaying the identification sticker, will be treated as a Visitor or Guest in terms of access control.

- 4.2.4 Visitors to Stands must be pre-authorized to be allowed access via the applicable process, as introduced by the BOD from time to time. Visitors will be issued with a "Visitors Board" which must be displayed at all times. Visitors must adhere to roads, routes and speeds as indicated on the "Visitors Board". Visitors must return the issued "Visitors Board" on exiting.
- 4.2.5 Hotel and Lodge Guests must have a booking to the hotel/restaurant/lodge and pre-authorized to be allowed access via the applicable process, as introduced by the BOD from time to time. Guests will be issued with a "Guest Board" which must be displayed at all times. Hotel and Lodge Guests must adhere to roads, routes and speeds as indicated on the "Guests Board". Hotel and Lodge Guests must return the issued "Guests Board" on exiting.
- 4.2.6 Domestic, Gardeners, Staff and Employees of Members must be registered at the Letamo Office. A Letamo ID Card will be issued which must be displayed at all times. If the ID Cardholder is no longer employed by the Member, it must be reported to the Letamo Office to ensure the immediate de-registration of the ID Card. Walk in Staff and Labourers are not allowed to enter/exit the farm during the period 1 September – 30 April before 06:00 and not leave after 18:00, and during the period 1 May to 30 August before 06:30 and not leave after 17:00.
- 4.2.7 Contractors and their Staff must register copies of their identification documents at the Letamo Office at least one day before building commences. Contractors and their staff ID's must be scanned at the time of entry. Contractors and their staff must be pre-authorized to be allowed access via the applicable process, as introduced by the BOD from time to time. Contractors and their Staff will be issued with a "Contractors Board" which must be displayed at all times. Contractors and their Staff must adhere to roads, routes and speeds as indicated on the "Contractors Board". Contractors and their Staff must return the issued "Contractors Board" on exiting. Contractors are not allowed to walk into or on Letamo. Contractors and their Staff are not allowed to enter Letamo before 07:00 Monday to Saturday and exit after 18:00 Monday to Friday and Saturdays for 08:00 - 14:00. During Sundays and Public Holidays no Contractors or their Staff will be allowed to enter Letamo unless in the case of an emergency and cleared by the Letamo Farm Manager.

4.3 Vehicle Control

- 4.3.1 No vehicles may travel at more than 30km/h and no commercial vehicles (code 10 and above) may travel at more than 20km/h. Members, who allowed Drivers of Vehicle access to Letamo, will be held responsible for the actions of the Driver and the members will be fined if the Driver is caught speeding. Members acknowledge and agree to the decision of the BOD as to the type of equipment used to measure the speed of a Vehicle on Letamo.
- 4.3.2 Pedestrians, animals and cyclists have "right of way".
- 4.3.3 No Person shall drive a vehicle upon Letamo, other than on clearly demarcated main thoroughfares. Firebreaks, service roads and other roads marked "no entry" or "management only" may only be used for the designated purpose or in cases of emergency. "Free Range" driving through the veldt, where there are no roads, is strictly prohibited except in the case of game management tasks or in the event of an emergency.

- 4.3.4 All operators of motorised vehicles on Letamo must be licenced and the vehicles registered where applicable.
- 4.3.5 Quad bikes, off road bikes, scramblers, golf carts and or battery operated “look-a-likes” are not permitted to be driven or ridden on Letamo. Transporting these type of vehicles on Letamo must done by trailer, flat-bed or delivery vehicle. Battery operated road worthy vehicles driven by a licenced driver on demarcated roads only without being a noise nuisance is allowed.
- 4.3.6 The use of motorcycles and scooters by Members and their visitors is limited to only allow access from the entrance/exit of Letamo to the Stand of the Member and not on “Game” or “Free Range” drives or the like.
- 4.3.7 Deliveries by motorcycle, scooter or bicycle will only be allowed between 06:00 and 18:00.

4.4 Fencing of Private Use Areas on Stands

- 4.4.1 Members may only fence off an area, for exclusive private use on their Stands, as stipulated in the Title Deed to their Stands. If no provision were made in the Title Deed of their Stand, a maximum of 2,000 square meters would be applicable.
- 4.4.2 Only the following approved material may be used for fencing: Bonnox or Veldspan game fencing, electric fencing as provided for in the EMP, Clearvu or Galvanised fencing painted black or PWD brown and Ranch style wooden fencing.
- 4.4.3 Palisade fencing is not permitted due to it being a danger to the game.

4.5 Domestic Animals/Pets

In this section where reference is made to “Owner”, such reference includes Members, and, but not limited to, Members Family, Tenants, Visitors, Guests, Employees, Domestic Staff, Contractors and any other occupants of Stands in Letamo.

- 4.5.1 The Mogale City by-laws (MCBL) relating to pets will be applied in addition to The Letamo Book of Rules. Owners of domestic animals/pets must familiarise themselves with the by-laws of Mogale City pertaining to domestic animals/pets. In the event of a conflict between these Rules and those of the MCBL, those of the MCBL will prevail.
- 4.5.2 Owners must register and hand in a clear photo of all their domestic animals/pets at the Letamo Office, before they are brought onto Letamo. Every domestic animal/pet must be micro chipped or be fitted with a collar and tag indicating the name, telephone number and/or address of its Owner. For registration purposes, Owners need to hand in, at the Letamo Office, a veterinary certificate, as proof that their pet/animal’s compulsory inoculations are up to date and, thereafter yearly on or before the 31st of December. Any domestic animal/pet that that is no longer, for whatever reason, on Letamo must be deregistered at the Office of LGF.
- 4.5.3 The breeding of domestic animals/pets on Letamo, whether incidental, commercial or otherwise, is not permissible.
- 4.5.4 Members will only be allowed domestic animals/pets on Letamo if the private area of their Stand is suitably fenced in to secure the domestic animals/pets from leaving the private space.
- 4.5.5 Poultry, pigeons, aviaries, birds and wild animals or livestock may under no circumstances be kept on the Letamo.

- 4.5.6 Wild animals may only be brought onto Letamo as part of a rehabilitation program endemic to the game farm by an approved authority and EMP.
- 4.5.7 Owners will be responsible to arrange for the access of persons who will be taking care of their domestic animals/pets in their absence. The Letamo Office must be informed and contact details of such caretaker must be submitted to the Letamo Office. Any domestic animal/pet found to be neglected by the Owner, or caretaker, will be handed over to the SPCA. In extreme cases, such as uncontrollable attacks on wildlife and people, the domestic animal/pet will be put down. The Owner of the domestic animal/pet will be liable for any and all costs associated with this action.
- 4.5.8 No domestic animals/pets are permitted to roam on Letamo. Dogs must always be on a leash when outside the private area of the Stand. Domestic animals/pets may under no circumstances be allowed to chase after any wildlife. Any domestic animal/pet found wandering loose or roaming, or not being under supervision or control of its Owner may be, in the sole discretion of the Letamo Farm Manager, be impounded or otherwise be dealt with. The Owner of the domestic animal/pet will be liable to pay a fine plus any other costs associated with this action.
- 4.5.9 Stray unidentified domestic animals/pets will be impounded, where possible, and handed over to the SPCA. If such strays cannot be impounded, the Letamo Farm Manager may dispose of it in his sole discretion.
- 4.5.10 Owners must take measures in preventing their pets from becoming a Public Nuisance on Letamo. Any domestic animal/pet causing a nuisance and disturbance of the peace shall be deemed to be a contravention of the Rules by the Owner and such owner shall be guilty of an offence liable and subsequently on conviction to a fine.
- 4.5.11 Any domestic animal/pet causing Public Nuisance must be reported to the Letamo Office in the form of a written complaint. Written complaints, received by the Letamo Office, shall be dealt with as follows:
 - 4.5.11.1 The Letamo Farm Manager will forward the complaint to the Owner of the domestic animal/pet.
 - 4.5.11.2 The Owner of the domestic animal/pet will then have 5 business days after receiving the complaint to respond in writing.
 - 4.5.11.3 On receipt of the written response, or in the absence of a response within the 5 day period, from the Owner of the domestic animal/pet, the Letamo Farm Manager will make a decision on the relevant action to be taken. Any disputes not resolved within 30 days internally shall be referred to the SPCA for further action.

4.6 Levies

- 4.6.1 Application and Payment.
 - 4.6.1.1 A Member shall be responsible for payment of all electricity and water consumed on his Residential Stand, and shall pay such deposits as may be applicable to the relevant authority. In the event of rates and taxes or any other imposts being levied by any authority, the Member shall be responsible for payment thereof.
 - 4.6.1.2 LGF levies and special levies are payable in terms of paragraph 6 of the MOI.
 - 4.6.1.3 Monthly levies are due on the first business day of each month and payable within 7 (seven) business days thereafter. Each Member shall pay his monthly levies, free from any deductions, into the designated account of LGF.

- 4.6.1.4 Interest will be raised on the total of all overdue levies, water supply and fines, at the ABSA Bank prime overdraft rate plus 2 (two) percent per annum.
 - 4.6.1.5 Levies are exempted from the provisions of the National Credit Act.
 - 4.6.1.6 Levies are subject to rulings by SARS made from time to time.
- 4.6.2 LGF Budget and setting of Levy levels.
- 4.6.2.1 The BOD shall prepare no later than 1 (one) month prior to the end of each financial year a budget that shall detail the anticipated expenses for the ensuing year and the provisions for any budgeted fund in order to ensure that LGF will be able to fulfil its objectives.
 - 4.6.2.2 The budget shall reflect the total annual and monthly levies required. Each Member shall be responsible for a monthly levy equal to the total monthly levies divided by the total number of Members.
 - 4.6.2.3 In the event that the budget indicate more than a 10 (ten) percent increase on the previous year levies, the budget and levies must be submitted to be considered and approved, with or without amendments, by a General Meeting before the commencement of the ensuing financial year.
 - 4.6.2.4 The basis for the calculation of the levies are as follows:
 - 4.6.2.4.1 Residential stands 1 levy unit
 - 4.6.2.4.2 Portion 220 2 levy units
 - 4.6.2.4.2 Portion 221 3 levy units
 - 4.6.2.4.2 Poole Group 1 levy unit per subdivision.
 - 4.6.2.5 With specific reference to the hippo dam, any improvements, other than those prescribed by the Department of Water Affairs, will be the responsibility of the Member of Portion 221, and for that Member's account, on condition that such improvements and maintenance complies with the required standards at that time as set by the Department of Water Affairs. LGF shall carry out normal maintenance to the dam as per the requirements of the Department of Water Affairs directives issued from time to time.

4.7 Signage

- 4.7.1 Only road signs pre-approved by the BOD may be erected on Letamo.
- 4.7.2 Members and their appointed agents shall not be permitted to display a "for sale" sign, a "to let" sign, or any other boards having the same effect, outside the Member's Stand, at the entrance to Letamo, or any other place in Letamo, except within the boundaries of the exclusive rights area of the Member's Stand. In the event of a "show day" a "for sale" sign may be placed at the entrance of the drive way of the Stand.
- 4.7.3 No signage of whatever nature, including but not limited to any suppliers/contractors/advertising is allowed to be erected anywhere on the Stand of the Member or Letamo, except with the prior approval from the BOD.

5. Environmental Awareness

5.1 EMP

- 5.1.1 The EMP is a legal and binding document in terms of the National Environmental Management Act and any failure of a Member to comply with the requirements of the EMP may be grounds of the immediate fines, cancellation of any contract and/or legal prosecution.

- 5.1.2 All contractors, builders and residents must be provided with a copy of the EMP and they must confirm in writing that they will abide by these requirements. They must also agree to comply with any changes and updates.
- 5.1.3 Contractors, together with the Member who employed such a Contractor, will be held responsible for any environmental incidents on their building sites and are required to report these incidents to the Letamo Environmental Manager.
- 5.1.4 Contractors must inform all of their staff of the environmental requirements of LGF.

5.2 Environmental Management

- 5.2.1 Should the Environmental Manager not have the relevant knowledge to implement certain actions then he must ensure that he has access to this knowledge in order to fulfill his responsibilities.
- 5.2.2 The Environmental Manager, in line with approval from the BOD, is responsible for any correspondence with GDARD.
- 5.2.3 Should any activity on Letamo Game Farm infringe on the Record of Decision issued by GDARD, it must be recorded and a non-compliance report submitted to GDARD within 48 hours. All conditions stipulated within the ROD must be complied with.
- 5.2.4 Internal audits by the Letamo Farm Manager will occur monthly during construction on a building site for the period the building takes place.
- 5.2.5 Audits will be discussed during the monthly board meeting to which all residents are invited to attend. Actions will be recorded in the minute and reports will be available for the resident's perusal. Where necessary, these reports must be submitted to GDARD for inspection and verification.

5.3 Waste and Refuse Removal

All handling of waste and refuse will be subject to the provisions of the EMP.

- 5.3.1 Members, or their nominated occupier, of a Stand shall maintain in a hygienic and dry condition a receptacle, or refuse bin, for refuse for the dwelling and ensure that refuse placed in such receptacle, or refuse bin, is securely wrapped.
- 5.3.2 Member, or their nominated occupier, shall ensure that the receptacle for purposes of having refuse collected shall be within the area and at the times designated by the Letamo Environmental Manager.
- 5.3.3 Members, or their nominated occupier, shall prevent the accumulation of trash, garbage or other waste material, including but not limited to garden refuse, on their Stands except in designated containers located in appropriate areas screened from public view and concealed in order that odours do not emanate from such containers.
- 5.3.4 Recyclable items such as plastic, tin, glass and paper must be put in separate clearly marked or transparent refuse bags.
- 5.3.5 No garden refuse to be placed in household or recyclable refuse bags.
- 5.3.6 Refuse will be removed from the designated areas on Mondays, barring if the Monday days falls on a Public Holiday, the refuse will be collected the first business day after the Public Holiday. Refuse removal will take start at 07:00 on the aforementioned days.
- 5.3.7 Refuse to be put out for removal in sealed bags only on the aforementioned days and not prior to it, as it may be a health risk to the game on Letamo.

5.4 Harvesting of Excess Game

Harvesting, and culling of injured game, is part of running a game farm and the Letamo Farm Manager has a strict protocol regarding shooting on Letamo. Members shall comply with all notices sent out by the Letamo Office regarding culling times and dates.

6. Architectural and Landscaping

(Please note that these are specific rules and not guidelines)

6.1 Architectural Design

- 6.1.1 The design and construction of the dwelling and or improvement on a Stand shall be harmonious with the Letamo environment.
- 6.1.2 Farm Style designs will be approved. The Member is responsible for the fee payable to the approved architect to approve any plans or changes to the exterior of the property on behalf of the BOD.
- 6.1.3 A dwelling or improvement on a Stand shall be a single or double storey structure dwelling inclusive of servant's quarters, garage and outbuildings. No dwelling or improvement shall exceed two storeys.
- 6.1.4 Servant quarters, garages and other approved outbuildings must form part of the main dwelling and be under one roof structure
- 6.1.5 The dwelling shall be constructed in a good, proper and workmanlike manner.
- 6.1.6 No dwelling or improvement shall provide sleeping accommodation for more than 10 (ten) persons – including adults, children and servants unless otherwise approved by the BOD in writing.
- 6.1.7 All residential designs should adhere to a Building height restriction of 9.5m measured from natural ground level at midpoint of site to top of roof.
- 6.1.8 Every effort must be made to have living spaces (sitting rooms, dining rooms, family rooms and bedrooms) facing north.
- 6.1.9 The privacy of surroundings properties must be considered. Consideration should be taken for balconies not to overlook the living areas of adjacent properties.
- 6.1.10 No pre-fabricated garden sheds or wendy houses will be allowed on the Estate.
- 6.1.11 Awnings, air conditioning units and other external fitted equipment must be clearly shown and annotated on the drawings and approved by the BOD. Air conditioning units must be concealed.
- 6.1.12 Solar geysers are allowed, but should be hidden in the roof space of a dwelling. Only the solar panels to be on top of roof.
- 6.1.13 Carports, pergolas, canopies and verandas must form an integral part of the design of the main structure and must be tied in with the original design. No stand-alone carports will be allowed.
- 6.1.14 These rules do not replace any statutory requirements, prescribed submissions to and approval by authorities. These rules are in addition to the standing National Building Regulations, Occupational Health and Safety Act and other Local and National Authority Requirements, Rules and Laws. The document should be read in relation to each other.

List of Important documents:

- ❖ Environmental Management Plan (EMP)
- ❖ Record of Decision (ROD)
- ❖ Approved conditions of Township Establishments
- ❖ Sales Agreement

- ❖ Memorandum of Incorporation
- ❖ Building Contractor Rules

6.2 Building Lines

- 6.2.1 A dwelling or improvement on portions 153 -176 & 182 - 219 of Letamo is subject to a 100 (one hundred) meter building line from portion 223 of Letamo and any watercourse or dam.
- 6.2.2 A dwelling or improvement, on portions 153 to 219, shall have a building line reserve of 10 (ten) meters.
- 6.2.3 A dwelling or improvement on a Stand known as Letamo Town Erf 1 to 32 shall have a building line reserve of 5 (five) meters.

6.3 Building Material

The following specifications shall apply to all dwellings and improvements on Letamo:

- 6.3.1 Roof covering: Pitched roof in Thatch, Chromo Deck in Corrugated and IBR sheeting profile, Slate tiles, Clay Tiles and Shingles, painted or manufactured in grey colours, i.e. Charcoal or Grey. Only 5% concrete roof on the main dwelling will be allowed as a flat concrete roof.
- 6.3.2 Exterior Walls: Plaster, Face brick, Semi face brick, approved stone cladding, Rugged Poles or Vermont plank - painted or manufactured to blend in with Coprox SL Tan and earthy colours. All other cladding on selected panels (only 10% of façade) to be approved by BOD.
- 6.3.3 Window frames: Wood, Aluminium or Steel - aluminium to be bronze in colour and steel to be painted PWD Brown. Tinting or glazing will be permitted but reflective glazing will not be permitted. No uPVC frame windows will be permitted.
- 6.3.4 Staff accommodation and kitchen areas must open onto screened yards: a brick wall of maximum 2 (two) meters high and minimum 1.8 meters high, finished same as the dwelling, must be built to screen the yard from the side of the road.
- 6.3.5 Roof lights: will only be permitted if in clear glazing and in the same pane as the roof. Tinted or reflective roof lights are prohibited. The position and design of roof lights and skylights are for the BOD scrutiny and approval.
- 6.3.6 Burglar proofing and security elements: All such elements must be designed and installed to be unobtrusive in appearance with preference to horizontal and vertical and combinations lines and patterns. These elements may only be installed on the inside reveals of windows and openings. Spanish bars are not permitted. Security gates may be installed on outside of external doors but must be unobtrusive I design and colour. Details to be approved by BOD.
- 6.3.7 No intentionally mottled or false aged plaster or special paint effects will be permitted.
- 6.3.8 Timber pergolas to be treated with approved oil, creosote or timber preservative with approved colour stain. All jointing must be bolted with galvanized dome nuts. No visible gang-nail connectors are allowed. Pergolas may not be finished with timber slating or timber laths.
- 6.3.9 No shade netting may be used for carports or any other coverage unless approved by the BOD.
- 6.3.10 No rock art in ant shape, form or material will be permitted.

6.4 Approval of buildings and improvements

- 6.4.1 The approval of any development on, or improvement to, a Residential or Commercial Zoned Stand shall be conducted in 3 (three) phases, namely:
- 6.4.1.1 the BOD or their appointed approved architect to approve, sign and date the building plans as specified by Mogale City Building Council. The BOD may approve, suggest changes, recommendations or turn down any such application within 30 days of submission, giving reasons for their decisions, If a Member feels the decision of the BOD is unreasonable, the process as set out in article 6 of the MOI shall be followed.
 - 6.4.1.2 the neighbours directly adjacent to all sides of the Stand shall sign and date the “Neighbours Consent” form inclusive of the building plans as specified by Mogale City Building Council. The consent shall indicate clearly the intent, point out the position to erect a dwelling, or extend the existing dwelling, or build a swimming pool or make any other improvement whatsoever to the Stand/Building.
 - 6.4.1.3 Mogale City Council to finally approve and sign off the building plans as specified by Mogale City Building Council.
- 6.4.2 The Member and his nominated Builder shall sign and submit the agreement of “undertaking” between themselves and LGF, together with the final approval of Mogale City Building Council before any building or improvement can commence.
- 6.4.3 No member may begin his building operations without his building operations being finally approved by the MCBC, and submitted to the LGF office. In the event that a Member begin to undertake any development on, or improvement to, a Stand without having Mogale City Building Council final approval, then LGF shall have the right to demand that any buildings erected on, or improvements effected, to the Stand be altered, removed or demolished without prejudice to any other rights that LGF may then have against the Member.
- 6.4.4 A Property Owner shall be responsible to LGF for the professional expenses and costs incurred by the BOD, or it’s duly appointed nominee, for the consideration, evaluation and approval of the plans on behalf of the BOD. Such expenses and costs shall be payable to LGF on presentation of a statement from LGF. Failure of payment of such statement will lead to withdrawal by the BOD of their approval.
- 6.4.5 No exterior alterations, including the application of paint to the exterior, shall be made to the dwelling without the prior written consent of the BOD of LGF.
- 6.4.6 No plan submitted, will be processed before confirmation is obtained that all levies are up to date and that the building performance deposit (EMP fee) was received by LGF.

6.5 Building Phase

- 6.5.1 A Member shall not be entitled to erect any dwelling, or affect any improvements to an existing dwelling, prior to the Stand being registered and transferred into the Member, or his designated nominee’s name.
- 6.5.2 A Property Owner shall, in submitting plans to the BOD, or its duly appointed nominee, accept the supervision rights and responsibilities of the BOD, or its duly appointed nominee, over the development of, or improvements to, the Residential or Commercially Zoned Stand.
- 6.5.3 An Owner shall not construct a building on his Residential Stand in a manner that causes danger, nuisance or disturbance to the occupiers of the neighbouring stands and where

- applicable, the Members shall cause suitable screens and or barricades to be erected to reduce the emission of noise, dust, waste, effluent or other nuisance from the Residential Stand.
- 6.5.4 A Property Owner shall not burn or permit to burn any materials or rubbish resulting from or connection with construction on the Residential Stand and shall ensure that such materials or rubbish be removed from the Residential Stand.
- 6.5.5 A Property Owner shall repair at his cost and expense any damage to the infrastructure, sidewalks and road shoulders or any part of the common or public areas in Letamo caused by the Property Owner or his agent(s) during the course of the construction on the Residential Stand.
- 6.5.6 A Member shall not interfere with the convenience of the common or public areas within Letamo during construction of any approved building.
- 6.5.7 A Property Owner shall ensure that all responsible means are used to prevent the roads leading to the Stand from being damaged or injured by any act or omission of the building contractor and or sub-contractor engaged by the Property Owner in respect of the construction on the Stand and the subcontractor/s of the building contractor/s and the servant/s or agent/s of the Property Owner whilst moving equipment and materials to and from the Stand.
- 6.5.8 A Member shall indemnify and shall keep LGF indemnified in respect of any and all loss, damage, cost or expense, which may be suffered by LGF as a result of any claim, demand, suit or proceedings which may be instituted against LGF as a result of any breach of any of the above obligations by the Member
- 6.5.9 A Member shall not erect any fencing or walling on a Stand, nor install television or radio aerials or solar heating panels, limited to domestic use, without the prior written approval of the BOD, which approval shall not be withheld unless the BOD are of the opinion that such fencing, walling and or installation is inconsistent with the aesthetic appearance of the homes and gardens in Letamo.
- 6.5.10 A Member shall not make any additions or extensions to any building in Letamo or erect any further building or structure, in particular, but not limited to, carports, garages, servants quarters, storerooms and pergolas, whether of a temporary or a permanent nature, upon land in Letamo without the prior written approval of LGF, which approval shall not be withheld unless the BOD are of the opinion that such building or structure is not in keeping with the architectural style of the existing buildings of the house concerned.
- 6.5.11 No Member may use any other access to his Stand other than the access road provided by LGF.
- 6.5.12 A Member shall not be entitled to erect any dwelling, or affect any improvements to an existing dwelling, prior to the appointment of a registered land surveyor to ensure that the proposed development is within the correct site area. The surveyor's beacon certificates must form part of the documents for plan submission to the BOD.
- 6.5.13 Construction of new houses and any renovations/additions must be completed within 12 months from stating date. Property owners/Residents in contravention of these timeframes are liable to a R10 000.00 fine per annum.

6.6 Building Contractors

- 6.6.1 The Member must provide his appointed building contractor, sub-contractor and agent with a copy of the Book of Rules of Letamo and the EMP.

- 6.6.2 The Member shall pay R 10,000 (ten thousand rand) non-refundable EMP levy towards LGF, on receipt of the BOD approval of the development of a new dwelling, towards implementing the Book of Rules of Letamo by the Letamo Farm Manager to oversee and control the building operations of the Member and to improve roads damaged by delivery trucks. Any excessive costs in the maintenance of this will be for the Property Owner's account.
- 6.6.3 The Letamo Farm Manager will weekly do inspections to ensure that the Book of Rules of Letamo is abided by. The Letamo Farm Manager will enforce the Book of Rules of Letamo and shall stay or halt the Member's development or improvement in order to ensure that all the building contractors, sub-contractors and agents to the Stand adhere to the Book of Letamo Rules.
- 6.6.4 In the constructing of a dwelling, the Member shall use his best endeavours to minimise inconvenience to other Members and their guests, and shall fence off the building site.
- 6.6.5 During the construction phase on a Stand, the Stand shall be kept clean, at all times, of any rubbish or building rubble. Building materials may only be off-loaded on the Stand and not on the surface of any access road. Cement or concrete may only be mixed on the Stand and not on the surface of any access road.
- 6.6.6 No Contractors and or their Staff shall be allowed to remain overnight on the Stand, or Letamo.
- 6.6.8 No open fires are allowed on the building site of the Member.
- 6.6.9 Before building can commence the Stand must be fenced off to a minimum height of 1500mm and supplied with gate that can close securely, be supplied with a skip bin with lid, or shade netting, to prevent refuse from blowing around and a chemical or vacuum toilet.
- 6.6.10 The private area of the Stand may be cleared by hand or by TLB. No top soil is to be removed from Letamo.
- 6.6.11 No cement to be spilled or loaded outside the private area. Building site must be kept clean of plastic and paper on a daily basis. All building rubble to be removed on a weekly basis.
- 6.6.12 The gate to the building site shall be closed every evening.
- 6.6.13 No construction may commence unless: The water connection is installed on site, an approved site toilet has been installed, and all outstanding levies are paid.

6.7 Building Plan Submission

- 6.7.1 The following must be adhered to before building plans will be considered for scrutiny:
 - 6.7.1.1 A non-refundable plan approval fee escalate at 8% per annum paid to LGF.
 - 6.7.1.2 An EMP levy as prescribed in (6.6.2) must also be paid.
 - 6.7.1.3 Three sets of plans (1 set in colour, 2 sets monochrome) necessary for Mogale City Council approval, with a fourth set for BOD record purposes. Plan submission to and approval fees for the City Council are for the Property Owner's account.
- 6.7.2 A checklist for plan scrutiny can be obtained from the appointed Architect.
- 6.7.3 A signed copy of the last page of the "Book of Rules" must accompany plan submissions.

6.8 Final Inspection

- 7.8.1 Final inspection is done to ensure that all dwellings are as per the approved plans on file at the LGF Office.
- 7.8.2 If the dwelling deviates from approved plans, "As Built" plans must be submitted for approval depicting all variations.
- 7.8.3 The building has to be completed to such an extent that the owner can move into the house, and all building activity and contractors are off the building site.
- 7.8.4 The BOD reserves the right to prevent the occupation of any houses if the above is not fully adhered with, an day insist on adjustments to the building if the "as built" and plans are vastly different or no longer comply with these rules or other guidelines.

6.9 Selling of Stand

- 6.9.1 The Member may use the Offer to Purchase provided by the estate agent.
- 6.9.2 No Property will be transferred without the following documents:
 - 6.9.2.1 Signed Letamo Book of Rules
 - 6.9.2.2 Clearance Certificate issued by Letamo Office
 - 6.9.2.3 Undertaking to correct any transgression within a certain period of time, e.g. loose standing buildings/car ports/fenced off area bigger than 1500m² - buyer/seller must correct problem before clearance certificate will be issued.
 - 6.9.2.4 Seller must sign a CM 42 to transfer share linked to property to new owner. Cost to transfer share is for the account of the seller.
- 6.9.2.5 Declaration of Invasive Species to be submitted to the office.**
- 6.9.3 All outstanding accounts payable to LGF must be paid up to date of the date the clearance certificate is issued for.

7. Governance of these Rules

Rules and regulations are governed in terms of paragraph 6.5 of the MOI. It is the duty of the Letamo Farm Manager to ensure compliance by the Members with the rules, and to this end to issue such notices or do such things as may be necessary or requisite.

7.1 Breach of Rules

In the event of any breach of the Rules by a Member or any Members' household or his guests or invitees or Lessee or the like under his supervision or control, such breach shall be deemed to have been committed by the Member himself, without prejudice to the foregoing, the BOD may take or cause to be taken steps against the person actually committing the breach as they in their discretion may deem fit.

7.2 Enforcement of Rules

For the enforcement of the Rules the BOD may take or cause to be taken such steps as they may consider necessary, including instituting legal proceedings in court, to remedy the breach of a Rule of which a Member may be guilty, and debit the costs, on a scale as between attorney and client, of so doing to the Member concerned, which amount shall be deemed to be a debt owing by that Member to LGF. Further impose a system of fines or other penalties and the amounts and conditions of such fines shall be submitted, reviewed and confirmed at each Annual General Meeting of LGF.

7.3 The Process of reporting a breach

- 7.3.1 Only complaints received in writing, and signed by the Member lodging the complaint, will be acted on. Complaints must reach the office within 2 (two) business days of the alleged breach.
- 7.3.2 Once a complaint is received, the Letamo Farm Manager will forward the written complaint to the alleged transgressor.
- 7.3.3 The alleged transgressor will be given 5 business days to respond in writing.
- 7.3.4 The Letamo Farm Manager will investigate the complaint within 5 business days after response was received from the alleged transgressor or if no response from alleged transgressor.
- 7.3.5 Letamo Farm Manager to inform both parties of the outcome of the investigation.
- 7.3.6 The Letamo Farm Manager will impose a fine or suggest an action, accordingly refer to incident to the relevant authorities.
- 7.3.7 If the parties are not satisfied with outcome suggested by the Letamo Farm Manger, they shall refer the outcome to BOD.
- 7.3.4 The BOD will attend to the matter at next set BOD meeting and advise the outcome to all parties.

7.4 The results of a breach

If a Member, his nominated occupant, guests, employees or invitees commits a breach:

- 7.4.1 of any of the provisions of the Book of Rules for Letamo, and fails to remedy such breach within 7 (seven) business days of delivery of written notice to the Member, his nominated occupant, guests, employees, staff or invitees, requiring such breach to be remedied, or
- 7.4.2 of the same or similar provision as set out above on 3 (three) or more occasions during any 12 (twelve) month period, after having been warned in writing by the BOD of LGF to desist there from, then, and without prejudice to any other rights which LGF may have in terms hereof or at law, LGF shall be entitled to implement the provisions in the "FINES" section, as set out hereunder, against the relevant Member on giving written notice to the relevant owner and to recover from the owner concerned all amounts which that owner may then owe to LGF.
- 7.4.3. In the event of any Member disputing the fact that he has committed a breach of any of the Rules, the procedure provided for in paragraph 6.17 of the MOI will apply.

8. Fines/Penalties

- 8.1 First transgression – written warning to be issued.
- 8.2 Second transgression – R500.00 fine.
- 8.3 Transgression not fixed – R500.00 fine per month until the transgression is fixed limited to a maximum of 6 months thereafter procedures to be followed as set out in MOI (6.3 & 6.6).

9. Acknowledgment

I hereby confirm that I have read the rules and are aware that our rules are **subservient to the By laws as set out on page 1 of this document.**

10. Consent

With completing the undermentioned contact details I hereby acknowledge and give consent that:

10.1 The Letamo office, farm manager and gate guard will use the contact numbers to contact me when necessary.

10.2 The email details will be used by the Letamo office to administrate my Letamo accounts, distribute newsletters and other Letamo relevant information to me.

10.3 The contact numbers will be used on the official Letamo Whatsapp group to communicate important and emergency information to me.

Signed on this _____ day of _____ 2019

Initials and Surname
Owner

Initial and Surname
Owner

Contact details of new owner/s

1. Contact details:

Name : _____
Cell Phone Number : _____
Email address : _____

2. Contact details:

Name : _____
Cell Phone Number : _____
Email address : _____

Note:

Once you have moved in we will need a list with:

1. The names of your pets, inoculation certificates. All pets must have a collar and a name tag with contact details on the tag.
2. Your vehicles details (make, colour, registration number and name of driver).
3. Please visit the office between office hours to register your fingerprints for access purposes.
4. Office hours:
Mondays to Thursdays from 07:00 - 16:30
Fridays from 07:00 to 13:30

When your contact details changes please inform the office immediately.

Should you sell your property on Letamo your personal information will be disposed of in a responsible manner three months after the property was registered in the new owner's name.