



# LEEUFONTEIN ESTATES

*Port 5 Leeuwnfontein Estates Owners Association (NPC)*

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# ***RULES***

***Implemented in 16 August 2008***

***Amended 25 July 2015***

***Amended 23 July 2022***

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## DEFINITIONS

In these rules the following definitions will apply:

- "LEO Association" means Portion 5, Leeuwfontein Estates Owners Association, NPC, Registration number 2000/011190/08;
- "Board of Directors" means the Board of Directors of LEO Association and will be referred to as "the BoD";
- "Rules" means this document together with its addenda;
- "Owners" means natural persons, juristic persons and/or trusts whom own property, other than common property, at Leeuwfontein Estates. All owners are members of LEO Association. Where a property is owned by a partnership or a joint venture, the partnership or joint venture will act as the member;
- "Resident" means an adult who:
  - 1) is an owner, and his dependants, who reside on a property at Leeuwfontein Estates;
  - 2) is a tenant, and his dependants, who reside on a property at Leeuwfontein Estates;
  - 3) resides on a property at Leeuwfontein Estates with the consent of the owner or tenant, excluding employees of an owner, tenant or resident;
- "Tenant" means a natural person, juristic person and/or trusts who lease a property on Leeuwfontein Estates in terms of Rule 17 of these Rules;
- "Leeuwfontein Estates" means a wildlife security estate, which comprises 162 full titled properties owned by individuals as well as the common property owned by LEO Association;
- "Common property" means stands 254, 376 and 377 and all improvements on it, as well as all improvements and infrastructure situated in or on roads, hiking, biking and security servitudes.
- "Purchaser" means any natural person, juristic person and/or trusts who purchase a property from an owner or an interest in an owner.
- "Admin Office" means the Leeuwfontein Administration office, which is open for business during normal business hours.
- "MOI" means Memorandum of Incorporation (COR15.2 Ref: 110698145 dated: 02/09/2013).
- "Second Dwelling Unit" means an additional dwelling unit situated on the same property as a dwelling or dwelling house, and which is attached to the original dwelling or dwelling house." The intention is that this definition would include what is commonly known as a "granny flat", but that a "second dwelling unit" not be limited to a "granny flat". (A granny flat is a suite of rooms excluding a kitchen for use by for example parents)
- "Developed Area" means an area of land upon which improvements have been made i.e. not natural bush and includes all buildings, fences, driveways, formal gardens and grass that is cut shorter than 300mm.
- "Driveway" means a private road giving access from a public road to a building or dwelling house. This area is maintained by the owner of the property.

## 1. INTRODUCTION

These Rules have been introduced by LEO Association to ensure and promote an exclusive lifestyle for all residents in accordance with "The Leeuwfontein Estates' Mission Statement": To promote a functional bushveld habitat where humans and wildlife live safely and comfortably together in an eco- and security-sensitive environment with high security, and applicable aesthetic and architectural standards.

### **1.1 GOVERNANCE RULES (MOI Article 1.3 [1.1.1 to 1.1.6 below] and 3.2(1) [1.1.7 below])**

- 1.1.1 Subject to 1.1.4 below, the board of directors will have the authority to make any necessary or incidental rules for the governance of the Company in respect of matters not addressed in the Act or in this MOI, and to amend or repeal any such rules.
- 1.1.2 The Board must publish any proposed rule to be made in terms of 1.1.1 above by delivering a copy of that proposed rule to each member by ordinary mail or by hand delivery at the main gate.
- 1.1.3 Subject to 1.1.4 below, any rule proposed by the board will take effect 20 business days after publication as set out in 1.1.2 above or on the later date specified in the rule.
- 1.1.4 Any rule proposed by the BoD will not take effect, and may not be filed with the commission, if written objections by holders of 25 percent or more of the voting rights are received by the Board within 20 business days after publication as set out in 1.1.2 above.
- 1.1.5 Any rule that has taken effect as contemplated in 1.1.3 above will remain binding on an interim basis until put to vote at the next general meeting of the members of the Company, and will become permanently binding if ratified by an ordinary resolution.
- 1.1.6 If by reason of 1.1.4 above a rule does not take effect, the BoD must promptly inform each member of this result by ordinary mail or by hand delivery at the main gate.
- 1.1.7 In terms of the Act and the MOI the business and affairs of the Company shall be managed by or under the direction of its Board, which has the authority to exercise all of the powers and perform any of the functions of the Company, as set out in section 66(1), is limited, restricted and qualified by the MOI except to the extent that the Act and the MOI provides otherwise in terms of section 66(1) MOI and to the extent set out in Item 11(1) of Schedule 5 of the Act.

## **1.2 OWNERS' RESPONSIBILITY**

Owners must ensure that their families, friends, visitors, tenant's contractors, sub-contractors, agents and employees, as well as the employees of Leeuwfontein Estates, are aware of these Rules and applicable sections of the MOI and that they comply herewith. Visitors and contractors will be required to sign the Visitors and Contractors Entry Control form, which contains a clause of undertaking that they will obey the Rules of Leeuwfontein Estates. In the event of re-occurring transgressions, permanent refusal of entry will be considered only after the route of warnings and fines has been explored.

## **1.3 ACCESS TO PRIVATE PROPERTY**

After Consultation with Home Owners changes to 1.3. will not be made, consideration is to be given to EMERGENCY situations including darting of game as already stated in the approved Rules of 2015 under 1.3.3.

1.3.1 In order for the BoD to maintain,

1.3.1.1 The welfare and management of the fauna and flora at Leeuwfontein Estates,

1.3.1.2 The management and extermination of weeds and other invasive plants on Leeuwfontein Estates,

1.3.1.3 The roads and stormwater drain on Leeuwfontein Estates,

1.3.1.4 Water reticulation and the electricity network on Leeuwfontein Estates,

1.3.1.5 Security at Leeuwfontein Estates, and

1.3.1.6 The enforcement of Rule 18 (Building Operations, Alterations, Extensions and External Work) and Rule 19 (Architectural Rules and Guidelines) of Leeuwfontein Estates, it may be necessary for the BoD and/or persons authorised by the BoD to access the private property of owners on Leeuwfontein Estates.

1.3.2 Where it becomes necessary to access a private property to deal with issues listed in 1.3.1.1 to 1.3.1.6:

1.3.2.1 The BoD and/or persons authorized by the BoD must apply in writing to the owner of the property ten (10) days in advance, permission to enter the property. This application must provide:

1.3.2.1.1 The reasons why it is necessary to enter the property;

1.3.2.1.2 When and for how long the BoD, and/or persons authorized by the BoD, intend to enter the property during business hours; and

1.3.2.1.3 Particulars of steps that will be taken to minimize

the risk of any damage to private property

1.3.2.2 The BoD, and/or persons authorized by the BoD, will only enter the property once the owner had granted permission for such, which permission would not be unreasonably withheld by the owner.

1.3.3 However, in instances of emergency, the BoD, and/or persons authorized by the BoD, may access the private property at any time.

1.3.4 The BoD and persons authorised by the BoD will access private property with due regard and deference to the privacy and ownership of the owner.

**1.4 THE RULES INVOLVING IMPROVEMENTS AND FIXED INVESTMENT BY THE OWNER, WILL APPLY TO THE RULES APPLICABLE AT THE TIME OF APPROVAL OF THE FIXED INVESTMENTS**

**1.5 BOARD COMMITTEES**

In terms of the Act and the MOI, the MOI (3.5) does not limit, restrict or qualify the authority of the BoD to appoint any number of committees, or to delegate to any such committee any of the authority of the BoD.

The BoD shall have the power to appoint, and at its discretion to remove or suspend a committee.

The BoD will appoint directors as custodians of various committees. Committees are mandated to execute and implement the policies and Rules of LEO Association. Each committee will have owners or representatives of owners as members, and must appoint a chairperson. The Chairperson of each committee must attend the BoD meetings to take part in discussions regarding the committee's activities. The Chairperson of each committee must report to the BoD in writing, which reporting must include the minutes of the committee meetings and particulars of the committee's financial and procurement responsibilities. All committees will operate within a mandate as approved by the BoD.

Mandates for all committees must be approved within three months after approval of this Rule, or within three months after a new committee has been formed. Mandates must be reconfirmed each year within three months after the Annual General Meeting of LEO Association.

**2. INDEMNITY**

Entry into Leeuwfontein Estates is entirely at own risk. No claim for direct or indirect, general or special damages shall be made against LEO Association, any of its committees, the BoD or any owner acting on behalf of LEO Association in respect of any injury or loss sustained within Leeuwfontein Estates, regardless of the fact that such loss was sustained as a result of any negligent act (including negligence) by any director, owner, resident, employee or agent of LEO Association.

### **3. SECURITY AND ACCESS CONTROL**

Owners are responsible to assess the security arrangements at their own homes, and to give their full co-operation to the security committee and/or the security manager and the guards regarding access control, general security measures and emergency situations.

There will be zero tolerance for non-compliance with Rules relating to the safety and security of residents, employees and visitors.

#### **3.1 MAIN GATE**

- 3.1.1 Only residents and/or owners, their dependants, children of residents, visiting guests of residents, estate agents, permanent domestic employees of residents, employees and security personnel of LEO Association, with valid domestic and access cards, emergency personnel and emergency contractors, will be allowed to enter via the main gate of Leeuwfontein Estates. No contractors of any kind, including building contractors, sub-contractors and their employees, delivery vehicles, agents or temporary employees, will be allowed to enter via the main gate unless prior arrangements have been made with the security manager. Such permission will only be granted in exceptional circumstances.
- 3.1.2 Residents of Leeuwfontein Estates must announce their guests, estate agents, contractors or any other visitor, prior to their arrival, to the security personnel at the main gate or service gate. They must also make sure beforehand that these people have valid identification documents (RSA ID document, valid driver's license, passport). Residents shall not bring in guests, workers or contractors at the main gate when security personnel refused them entry at the service gate. Should announced guests arrive at the main gate without identification documents, the owner/resident must identify the guest at the main gate, after which entry will be allowed.
- 3.1.3 Residents may apply at the administration office for an access card for long term/regular visitors. Issue of this card is at the discretion of the security manager and/or the BoD. These permits are valid for 1 year and must be renewed annually on 28 February.
- 3.1.4 Each resident must be in possession of an official stamp to sign out guests after a visit. Only stamped visitor forms will be accepted by security personnel upon a guest's exit.
- 3.1.5 Residents and/or owners gain access and egress via the main gate by means of an electronic tag. The administration office must be informed immediately if such a tag is lost or stolen. Residents without an entry tag must follow visitors' procedures for entry and exit.
- 3.1.6 Owners of undeveloped stands and owners not residing on the estates can apply for an access card at the admin office to gain access and egress via

the main gate. These permits shall be handed back to the admin office once the users become residents and their electronic tags have been issued.

- 3.1.7 In the absence of the owner, estate agents and auctioneers will only gain entry if access has been arranged with the security manager.
- 3.1.8 Functions at the clubhouse, or any other facilities, must be announced to the security manager at least a day before the function. The following are also required:
  - 3.1.2.1 appointment of a responsible person who must be an adult and resident,
  - 3.1.2.2 names of visiting guests, and
  - 3.1.2.3 time the function will end.
  - 3.1.2.4 Visiting guests will be restricted to the immediate vicinity of the clubhouse.

### **3.2 SERVICE GATE**

The service gate is intended for the use of

- a) building contractors and their sub-contractors,
- b) service providers,
- c) suppliers of building materials and the like, and
- d) vehicles and personnel not allowed for entry at the main gate.

- 3.2.1 Only building contractors, their subcontractors and suppliers of owners who
  - 3.2.1.1 have paid the builders' deposit;
  - 3.2.1.2 are in possession of building plans approved by LEO Association and the local authority;
  - 3.2.1.3 have paid the connection fees for water and electricity to the owners' stand;
  - 3.2.1.4 have a chemical toilet available on the stand;
  - 3.2.1.5 have an acceptable policy for proper housekeeping, relating to storage of building material and removal of rubble; and
  - 3.2.1.6 attended an introductory meeting before commencement of building activities with representatives of grounds and security committees, will be allowed to enter at the service gate to commence building activities on a stand.
- 3.2.2 Deliveries that exceed the maximum tonnage of 12 ton on gross vehicle mass will not be allowed entry at service gate.



- 3.2.3 All persons, except residents and their children, are obliged to have in their possession an original identification document, a passport and/or legal worker's permit for entry at the service gate. Owners can apply for a service gate permit at the admin office. Entry/exit will be denied without this permit.
- 3.2.4 The service gate will be open on the following days and times:
- 3.2.4.1 between 1 October and 31 March from Monday to Friday from 06h00 to 17h30;
  - 3.2.4.2 between 1 April and 30 September from Monday to Friday from 06h30 to 17h30;
  - 3.2.4.3 Saturdays from 06h30 to 15h00 for contractors and 16h00 for private workers;
  - 3.2.4.4 Sundays, Good Friday, Christmas day and New Years day, no entry;
  - 3.2.4.5 between 24 December and 2 January, no entry;
  - 3.2.4.6 other public holidays: 06h30 to 16h00
- 3.2.5 These Rules are also applicable to all other service providers.

### **3.3 DOMESTIC AND GARDEN PERSONNEL**

- 3.3.1 Residents must apply for a domestic permit for their employees. The application must include:
- 3.3.1.1 a legal South African ID document,
  - 3.3.1.2 a legal passport and worker's permit if not a South African citizen,
  - 3.3.1.3 information concerning whether the domestic will be a sleep-in, in which case facilities must be available,
  - 3.3.1.4 information concerning which days of the week the employee will be at the premises of the resident or different residents.
- 3.3.2 Permanent domestic and garden personnel must, at all times, be in possession of their domestic permits, which permit must be visible when they are moving around within Leeuwfontein Estates. Domestic permits are only valid for a period of one year, after which the owner should renew it. Domestic permits issued on the strength of a passport or worker's permit is only valid till the expiry date of the passport or worker's permit. It is the responsibility of the resident to ensure that their personnel's domestic permits are valid. Only 2 permits per household will be allowed. More can be applied for with motivation.
- 3.3.3 Temporary domestic and/or garden personnel can only gain access to Leeuwfontein Estates if the said personnel are fetched and returned at the service gate by the employer. During the period 24/12 to 02/01 personnel

of this kind can make use of the main gate provided that the employer fetches and return them at the main gate and after arrangements have been made with the Security Manager. An arrangement of this kind will be treated as a temporary arrangement only.

- 3.3.4 If the employment contract that exists between the employer and employee is terminated, the administration office of LEO Association must immediately be informed of this in writing, accompanied by the reason for termination. The permit must be returned to the admin office.

### **3.4 GENERAL RULES**

- 3.4.1 Members of the BoD, grounds committee, security committee and/or security personnel, may remove any person, and/or refuse future entry to any such person, including contractors, sub-contractors and their respective personnel and/or agents, if these persons:

- 3.4.1.1 litter;
- 3.4.1.2 exceed the speed limit;
- 3.4.1.3 make open fires in the veld;
- 3.4.1.4 gather wood;
- 3.4.1.5 remove any fauna and/or flora, whether alive or not, from Leeuwfontein Estates;
- 3.4.1.6 disturb the animals on Leeuwfontein Estates;
- 3.4.1.7 do not use the official roads on Leeuwfontein Estates;
- 3.4.1.8 ignore the Rules as set out in this document;
- 3.4.1.9 verbally or physically abuse any of the security personnel;
- 3.4.1.10 are suspected to be under the influence of drugs, narcotics or alcohol;
- 3.4.1.11 don't have in their possession a valid driver's license, original SA ID document, passport or legal worker's permit.

- 3.4.2 Identity documents must be handed over to the security guard when requested for verification.

- 3.4.3 Contractors, sub-contractors, their respective personnel and/or agents must limit their movement to the specific stand where they are employed and/or contracted to.

- 3.4.4 Offenders of rule 3.4 will be held responsible. Offenders (contractors, sub-contractors, their agents and/or employees and/or visiting guests and tenants), will be spot fined, and the owner will be notified immediately. Should the offender fail to pay the fine, the owner will be held responsible. This arrangement is also applicable to any damage caused by the offender to common property.

- 3.4.5 Residents are prohibited from lending an electronic entry tag to guests, visitors, non-residing family members, building contractors and their employees or agents, unless prior written approval has been obtained from the security committee. Misused tags will be confiscated.
- 3.4.6 Where a resident employs a private security firm, a copy of the service contract must be submitted to the security manager of LEO Association.
- 3.4.7 The security personnel are allowed to search the contents of any vehicle of contractors, sub-contractors, their personnel and/or agents, as well as of visitors of residents. A refusal to a reasonable request to conduct a search will immediately cause denial of entry to or exit from Leeuwfontein Estates.
- 3.4.8 No contractors, sub-contractors, their employees and/or their agents will be allowed to stay inside Leeuwfontein Estates after official closing times of the service gate, or to stay overnight on any part of Leeuwfontein Estates.

#### **4. VEHICLES AND ROADS**

The roads on Leeuwfontein Estates are extensively used by children on bicycles and by families/visitors for walking and recreation. This is a unique characteristic of the Estates. The rules below are formulated with this concern, amongst others, in mind.

- 4.1 The speed limit on roads within Leeuwfontein Estates is 30km/h.
- 4.2 Vehicles must be driven with care, and may not constitute a danger to people or animals.
- 4.3 Owners, residents, their families, friends, visitors, lessees, contractors, sub-contractors, agents and employees, as well as the employees and/or agents of the aforementioned, must comply with the normal rules and regulations applicable to the use of public roads and with the provisions of the Roads Traffic Act.
- 4.4 There is an obligation on owners and residents to make sure that family, friends, visitors, tenants, contractors, sub-contractors, agents and employees, adhere to the speed limit.
- 4.5 Motorised vehicles are not allowed on the horse/walking trails and/or servitudes. The only exception is security and maintenance vehicles operated by authorised personnel in the execution of their official duties.
- 4.6 Golf carts, are allowed on Leeuwfontein Estates' roads under the following conditions:
  - 4.6.1 A Driver of a vehicle of this kind must at least be in possession of a motorcycle learner's license

- 4.6.2 Application to operate a vehicle of this kind must be made annually to the admin office, where a permit will be issued only once the permit conditions have been met.
- 4.6.3 The owner and/or driver accepts full responsibility for any injury, damage or loss caused by the negligent conduct of the driver of these vehicles to drivers/passengers of any other vehicle also involved in the accident, the property of any third party damaged in the accident, or any other damaged property owned by Leeuwfontein Estates or otherwise.
- 4.6.4 These vehicles are to be operated during daylight hours only, unless equipped with lights, and then they should be operated with the utmost care.
- 4.6.5 Speed limits and rules of the road at Leeuwfontein Estates apply fully to these vehicles; and in the event of non-compliance, Leeuwfontein Estates reserves the right to withdraw the permit.
- 4.6.6 These vehicles are not allowed on servitudes and/or horse/walking trails.
- 4.7 The applicability of paragraph 4.6 is limited only to the extent necessary to allow for the express provisions noted in sub-paragraph 4.6.
- 4.8 Quad bikes are not allowed on the roads, servitudes or walking trails on Leeuwfontein Estates.

## **5. USE OF PROPERTY**

- 5.1 Owners may only use their properties as permitted uses as stipulated in the conditions laid down by the Eastern Gauteng Services Council in their letter dated 26/05/1998.
- 5.2 No person is allowed to use his property or the common property (club and communal facilities) in such a manner that it causes a nuisance, annoyance, discomfort or disturbance to any other person on neighbouring properties.
- 5.3 Only residents and visitors may use the common property of Leeuwfontein. The residents visited will take ultimate responsibility for their guests. No resident may use Leeuwfontein common property to earn personal income. Should any resident contemplate offering a service (for example tennis or swimming lessons), prior written agreement must be reached with the BoD.
- 5.4 No person is allowed to bring any explosive devices, licensed firearms excluded, or fireworks into Leeuwfontein Estates. The igniting of explosive devices and fireworks is strictly prohibited.
- 5.5 In terms of the environmental restrictions placed on Leeuwfontein Estates, boreholes are not allowed.

## **6. CONDUCT OF A BUSINESS WITHIN THE ESTATES**

- 6.1 Any resident who wishes to conduct a business from his/her property at Leeuwfontein Estates must first apply to do so.
- 6.2 The application, addressed to the BoD, must:
  - 6.2.1 be in writing,
  - 6.2.2 include the permission granted from the local authority, where applicable,
  - 6.2.3 contain the written consent or objection of all the immediate neighbours of the specific stand,
  - 6.2.4 include a business plan with specific reference to the number of employees to be employed and whether they will be employed full time. Increased traffic volumes and noise pollution will not be allowed,
  - 6.2.5 include a declaration from the applicant indemnifying the BoD and LEO Association against any claims which may arise from the conducting of the business,
  - 6.2.6 indicate whether the business is of a manufacturing nature. A workshop will not be allowed.
- 6.3 The applicant must distribute the application to all owners via e-mail and/or hand delivery at the main entrance gate, at least 30 [thirty] days before the BoD meeting where the application will be considered.
- 6.4 Objections from an owner or resident against the application must be in writing, addressed to the BoD, and must state the nature and detail of the objection.
- 6.5 The immediate neighbours are all residents or owners of stands, which border the stand of the applicant. When determining the term 'immediate neighbours', all roads and servitudes in Leeuwfontein Estates will be ignored. Should more than one immediate neighbour object, the application will be rejected without any further consideration.
- 6.6 The BoD must consider and make a finding, with conditions, where applicable, on the application within 30 (thirty) days after the application had been submitted.
- 6.7 No advertising boards advertising the business will be allowed on the property.
- 6.8 Only a resident who resides in the house may be allowed to conduct a business from the property.
- 6.9 No dangerous substances may be stored.
- 6.10 The BoD is entitled to evaluate the successful applicant's business at any given time, and can withdraw the approval for conducting the business with immediate effect, should the applicant, in their opinion, not comply with the conditions. The BoD can reconsider the approval granted if they receive complaints and/or

objections from other owners and/or residents, but only after the applicant has had an opportunity to reply to such complaints and/or objections in writing within a reasonable time.

6.11 Approval of such an application is not transferable to any other type of business, another resident or a future owner of the property.

## **7. CLUB FACILITIES**

7.1 The following facilities are the property of LEO Association and are managed as clubs. To make use of these facilities, residents must become a member of the respective club and comply with the club rules annexed to this document:

7.1.1 Stables,

7.1.2 Boating facilities (Addendum D),

7.1.3 Angling facilities (Addendum E),

7.2 The clubs are required to enter into a written agreement with LEO Association, who will supervise the activities of the club.

7.3 The written agreement must include the following:

7.3.1 policy on outside members,

7.3.2 membership requirements,

7.3.3 business plan,

7.3.4 equine health management plan in relation to the horse club,

7.3.5 an indication of who bears the responsibility for the repairs of damage over and above what can be regarded as normal wear and tear (which will remain the responsibility of the LEO Association),

7.3.6 safety policy, including rules applicable to non-club members,

7.3.7 club manager's responsibilities,

7.3.8 disciplinary policy and procedures,

7.3.9 liability insurance indemnifying LEO Association against claims, which might arise from club activities,

7.3.10 parking arrangements for vehicles, and standards of housekeeping.

7.4 The Rules, which may change from time to time, take precedence over any rules made by the clubs.

## **8. COMMUNAL FACILITIES**

8.1 The following are communal facilities:

8.1.1 Erven 254, 376 and 377, including all improvements thereon,

8.1.2 Roads,

8.1.3 Hiking and horse-riding trails, and

8.1.4 Servitude areas.

8.2 These facilities are for the benefit of the residents and their guests, and must be used in a way that causes the least possible discomfort to fellow residents and to the fauna and flora.

8.3 The entry to and use of these facilities is entirely at the users own risk. LEO Association does not accept any responsibility in respect of injury or loss, sustained whilst making use of these facilities, regardless of whether such injury or loss was caused by a negligent act by an owner, resident, member of the BoD, employee, contractor, sub-contractor or agent of LEO Association.

8.4 Entry to and use of the Roodeplaat dam is a concession that was obtained from the Department of Water Affairs under strict rules and conditions, and as such it is each owner's duty to protect and respect such concession. These rules and conditions are available in the admin office and also form part of the boat club membership rules.

8.5 Servitude areas are only for the benefit of hikers and horse riders. No vehicles, including motorbikes (except security and maintenance vehicles), are allowed to use these areas.

### **8.6 Clubhouse**

8.6.1 The use of the clubhouse and adjacent facilities is for the benefit of the residents only.

8.6.2 The social committee manages these facilities.

8.6.3 Apart from specific rules made from time to time by the social committee pertaining to the letting of the clubhouse, and security arrangements at the main gate (Rule 3.1.8), the following rules are also applicable when a function is held at the clubhouse:

8.6.3.1 A responsible person nominated by the lessee must be appointed who,

8.6.3.2 can be contacted at any time during the function,

8.6.3.3 is present during the function,

8.6.3.4 is responsible for the conduct of the guests, underage children, security arrangements at the main gate, adherence to speed limits and rules against reckless driving on roads,

- 8.6.3.5 will lock facilities after the function and ensure the cleaning of the facility by 12h00 the following day,
- 8.6.3.6 will monitor any activity during the function, which may cause a fire risk.
- 8.6.3.7 all damages as a result of the function are for the account of the lessee.
- 8.6.3.8 the Clubhouse is situated in a sound sensitive environment. Noise levels must be considered, and extra care is required after 22h00.

## 9. DOGS / PETS

In terms of the Leeuwfontein Estates Mission Statement, living in nature within a country bushveld environment with low levels of noise is to be cherished and protected. The principle that owners and wildlife take preference over dogs shall prevail.

- 9.1 No cats or farm animals will be allowed on Leeuwfontein Estates. All domestic, stray and feral cats will be removed and handed over to the SPCA.
- 9.2 Owners who wish to keep horses must make use of the stabling facilities at the Equestrian Centre.
- 9.3 A maximum of two (2) dogs per stand are allowed.
- 9.4 Before a dog is brought on to the estate, a resident must be in possession of an approved permit issued by the Fauna and Flora Committee.
- 9.5 An issued permit is subject to a probation period of 12 months after the first issue.
- 9.6 The requirements for each application are the following:
  - 9.6.1 The provision of a humane fenced-off area for the dog's roaming, as approved by the aesthetics committee, and must be escape-proof, of an appropriate size and properly constructed.
  - 9.6.2 Only sterilized bitches and castrated male dogs will be allowed.
  - 9.6.3 Certificates for inoculation against rabies.
  - 9.6.4 Contact details of the relevant owner and/or resident, such that the said owner can be contacted at any time. The owner must advise the admin office in the event of changes to contact details.
  - 9.6.5 Collar identification displaying:
    - 9.6.5.1 the dog's name,
    - 9.6.5.2 owner's stand number,
    - 9.6.5.3 contact number of the owner.
  - 9.6.6 A digital photo of the dog.



- 9.7 Certain species of dogs are incapable of peaceful co-existence with human, wildlife or other dogs in an eco-environment such as Leeuwfontein Estates. The onus is on owners of all dogs to ensure that their dogs are suitable to be kept in such an environment.
- 9.8 Some dog breeds /cross-breeds are recognized all over the world as potentially dangerous/problematic and will adapt with difficulty to our environment and are therefore not recommended for our community. When applying for a permit for any of such breeds/crossbreeds' additional requirements might be required. This will include an official evaluation by an accredited Dog Behaviourist to confirm the suitability of the dog within our particular environment with confirmation that the dog will cause no harm or pose any threat to either humans or wildlife should the dog for whatever reason find itself roaming free outside its approved fenced-off area. In the case of puppies, a temporary permit will be issued for a period of six months, whereafter the evaluation report from the behaviourist will have to be handed in within the next fourteen days. The cost of such an evaluation is for the owner's account. The Directors / Fauna & Flora Committee reserve the right to call on this requirement at any time during application, for any application and during the 12-month probation period.
- 9.9 The resident accepts full responsibility for the dog, and accepts that he/she will be held liable for any injuries and/or damage caused as a result of the dog's behaviour. All residents hereby indemnify Leeuwfontein Estates completely in respect thereof.
- 9.10 Dogs taken outside their fenced-off area must be on a leash and under control of a competent handler/person.
- 9.11 Collar-identified dogs found outside fenced-off areas will be collected and taken to a place of safekeeping where the resident can collect them and settle the imposed penalty.
- 9.12 Leeuwfontein Estates and the BoD will not accept responsibility for alleged injuries or other consequences related to the removal of untagged dogs.
- 9.13 The owner of a dog will ensure that the dog does not become a nuisance to any other resident at Leeuwfontein Estates.
- 9.14 Disputes amongst owners relating to complaints about dogs causing a nuisance will be dealt with in accordance with rule 11. However, the neighbours involved should attempt as far as possible to settle the matter between them first. A standardized complaint form, to be used when complaints are lodged in terms of rule 11.2, is available at the administrative office of the estate.
- 9.15 LEO Association shall revoke a permit if the resident does not comply with any of these Rules or when complaints and offences persist. If a resident keeps a dog without a permit, or if LEO Association, for whatever reason, revokes a permit, the resident will be required to remove the dog from Leeuwfontein

Estates immediately. Failing this, after 7 days the LEO Association will remove the dog. Related costs will be passed on to the owner's levy account.

- 9.16 The BoD will annually appoint an authorized official to assist with all matters relating to dogs.
- 9.17 It is the responsibility of an owner to advise any tenant of his property of the rules pertaining to dogs, and to enforce compliance therewith. Penalties issued for non-compliance of the rules by a tenant will be for the owner's levy account.
- 9.18 Should a resident continuously transgress these specific Dog/Pet rules, such a resident will not qualify for the issuing of a permit in future.

## **10. FAUNA AND FLORA**

- 10.1 No person shall, within Leeuwfontein Estates:
  - 10.1.1 collect, disturb, cut or gather in heaps, excess or dead material within the boundaries of your stand unless approved in writing by the Fauna & Flora Committee,
  - 10.1.2 burn any wood or excess material at all,
  - 10.1.3 introduce or plant any foreign or exotic vegetation. All owners shall ensure that their property is free from all foreign vegetation and weeds. The list of forbidden plants and weeds most commonly found at Leeuwfontein Estates is attached as Addendum B. The owner is responsible to combat and remove forbidden plants and weeds at his/her own cost. In cases where specialised methods are required, the BoD has the discretion to decide whether Leeuwfontein Estates shall bear the cost thereof. Existing exotic or invasive species found on site must be managed in accordance with the regulations published under section 29 of the Conservation of Agricultural Resources Act (Act No 43 of 1983) pertaining to the declaration and control of weeds and invader plants. Non-indigenous plants are only permitted in freestanding pots or flower boxes attached to the main dwelling.
  - 10.1.4 hunt, kill, injure or disturb any wildlife. People are discouraged to artificially feed any animals,
  - 10.1.5 pollute the waters of the Roodeplaat Dam, the Edendale Spruit or any other rivers, dams and/or ponds that exist on Leeuwfontein Estates,
  - 10.1.6 litter on Leeuwfontein Estates, and/or allow rubble and/or other pollutants on their property.
- 10.2 Only plants that occur naturally in the area shall be permitted. The list of permitted plants is attached as Addendum A.

- 10.3 The more acceptable method of eradication of invasive plants and weeds will be by physical removal of identified plants and weeds. The use of herbicide is not forbidden but the use of incorrect types or incorrect mixtures, once it becomes evident due to negatively affected areas (burnt or dead grass, plants, trees and soil), will be handled as follows:
- 10.3.1 A transgression penalty in line with the Schedule of Penalties,
- 10.3.2 The rehabilitation of the affected area to an acceptable condition as determined by the Fauna & Flora Committee. Transgression penalties will be allocated monthly until the rehabilitation process has been accepted by the Fauna and Flora Committee.
- 10.4 The cutting of veld grass outside your allowed 1 500m<sup>2</sup> will be allowed only if the height of grass remaining is in the order of 30cm. Areas with grass shorter than 30cm will be seen as developed area and will be included in the calculation of your developed area. A transgression of the 1 500m<sup>2</sup> developed area will result in a penalty as described in the Schedule of Penalties. No cutting of grass within 5 meters from the road is allowed.
- 10.5 The applicable process when dealing with eradication of forbidden plants and weeds:
- 10.5.1 A written notice requesting the removal of the forbidden plant/weed by a due date shall be issued by the relevant committee;
- 10.5.2 On or shortly after the specified due date, an in-loco inspection shall be held by the relevant committee to determine whether the notice has been complied with. If the notice has not been complied with either in whole or in part, Leeufontein Estates will attend to the required removal at a time convenient to Leeufontein Estates or by an appointed contractor, provided reasonable notice of such time shall be given to the owner, with the cost being for the owner's account.
- 10.5.3 The recovery of all reasonable costs associated with the said removal shall follow the procedure for fines as described in clause 15.4.
- 10.6 Leeufontein Estates is regarded as a high-risk fire area. Residents are therefore required to have basic fire-fighting equipment (2 x fire beaters, rucksack spraying device and garden rake) per household. Fires may only be made in fireplaces specifically constructed for this purpose, or alternatively in formal braai areas, and residents and owners must ensure that the fire is properly extinguished afterwards. Fires must never be left unattended.
- 10.7 Frost protection should only be done with grass or hessian.

## **11. APPLICABLE PROCESS WHEN DEALING WITH COMPLAINTS**

- 11.1 Complaints between two or more residents and/or owners related to an alleged breach of the Rules by any person:

The parties involved should first attempt to settle the matter between them directly. When a problem cannot be resolved, either party may refer a dispute to the relevant committee in writing. The committee will make a finding at the next scheduled meeting. The owners involved might be required to attend the meeting. Feedback about the outcome of the complaint must be given to the complainant immediately after the meeting.

11.2 In case of any dispute between residents, owners and management regarding the enforcement, interpretation or implementation of the Rules, appeals against committee findings and appeals against fines, the following steps shall be taken:

11.2.1 The resident or owner must submit in writing the full particulars of the dispute or complaint (hereinafter referred to collectively as the complaint) to the BoD.

11.2.2 A copy of the complaint must be furnished to all involved in the dispute, who are required to reply in writing to the BoD within 14 (fourteen) days.

11.2.3 The BoD will then consider the complaint and may

11.2.3.1 make a finding regarding the complaint and advise on any further steps, if any, that should be taken. The finding and any advice must be in writing and addressed to all the parties. The decision of the BoD shall be final and binding in respect of the resolution of the dispute; or

11.2.3.2 the BoD may refer the matter to an independent arbitrator, at the BoD's discretion, in which event the parties to the dispute shall pay the arbitrator's fees in advance in equal shares. The arbitrator's decision shall be final and binding, and the arbitrator shall be entitled to make an award as regards legal costs; or

11.2.3.3 the BoD may appoint an investigating committee to investigate complaints. The investigating committee will be authorised to gather information, consider findings and make recommendations to the BoD.

11.3 The BoD will make a finding regarding the complaint, and advise in writing on any further steps, if any, that should be taken within 14 (fourteen) days after the next BoD's meeting. The BoD will inform the complainant of the decision taken as soon as possible.

## **12. SELLING OF PROPERTY**

12.1 When selling a property, owners are obliged to inform any purchaser of the obligations of an owner as contained in the Rules, and make these binding upon the purchaser. An appropriate clause to this effect must be incorporated in the Deed of Sale. It shall be deemed that any new owner is fully aware of the Rules, and considers him/herself bound by them. See Addendum to Purchase

Agreement. (Addendum G)

12.2 Transfer of property shall only take place after the BoD has issued a Clearance Certificate. (Addendum F & Addendum H)

12.3 Conditions for the issue of a Clearance Certificate:

12.3.1 An inspection by:

12.3.1.1 the grounds committee and the aesthetics committee to verify that all improvements are in accordance with approved plans, and to establish that the conditions for issue of an occupation certificate were met. Where an occupation certificate was issued conditionally, the inspection shall verify that the conditions are met; alternatively, the conditions shall first be met prior to the issuance of the Clearance Certificate;

12.3.1.2 the fauna and flora committee, to verify that the property is free of foreign vegetation and weeds. The only exception being Blue Gum and Poplar trees which were on the Estates at inception.

12.3.2 Levies, fines and interest on amounts in arrears must have been settled in full.

12.3.3 Confirmation from the new owner, in writing, that the Rules have been received and that the new owner considers him/herself legally bound thereto, shall have been provided to the BoD.

12.3.4 The owner of the property must provide a certificate, issued by a suitably qualified person and at the cost of the owner, that the sewerage purifying system is working and in a healthy condition.

12.4 No "For Sale" and advertising boards shall be allowed in front of properties. In the event of a private sale, owners can make use of the admin office, which will provide the owner's information to prospective buyers and their agents.

### **13. MANAGEMENT MEETINGS**

13.1 Committee meetings are held on a monthly basis according to a predetermined schedule. These meetings will be advertised via the office and at the main entrance notice board.

13.1.1 At present, committees for the following are operational. However, the BoD may change the composition of committees in future due to changing circumstances without having to change the rules first.

13.1.1.1 Grounds

13.1.1.2 Security

13.1.1.3 Fauna and Flora

- 13.1.1.4 Financial
- 13.1.1.5 Aesthetic
- 13.1.1.6 Legal Matters
- 13.1.1.7 Social

13.2 BoD meetings are held on a monthly basis according to a predetermined schedule. These meetings will also be advertised via the office and at the main entrance notice board.

13.3 Members of the LEO Association can attend BoD meetings to discuss a specific matter only after the following steps were taken:

13.3.1 The member shall approach the chairperson of the relevant committee and request that a matter be discussed at the following committee meeting, with a view to obtaining a solution or outcome for the matter.

13.3.2 If the issue remains unresolved, the member may escalate a written request, with the necessary particulars, to the Chairman of the BoD, to address the next scheduled meeting where the member can state his/her case.

13.3.3 The BoD will debate the matter and reach a decision in the absence of the member.

13.3.4 The member will be informed of the outcome as soon as possible after the meeting.

13.3.5 If the member is not satisfied with the outcome, Rule 11 can be applied.

13.4 Approved minutes of the meetings of the BoD are available to all members on request.

## **14. EMPLOYEES OF LEO ASSOCIATION**

No requests for work or favours (whether ex gratia or for payment) may be made by any resident or owner to any employee of the LEO Association, where such work or favour shall be required to be performed during the official working hours of the employee. No requests for work or favours (whether ex gratia or for payment), may be made by any resident or owner to any security employee of LEO Association, except with prior arrangement, with an approval from the security manager, and only insofar as it is related to security conditions.

## **15. INCOME, FINES AND ENFORCEMENT OF THE LEEUWFontein Estates Rules**

15.1 Income of the Company is determined by article 3.2 (4) of the MOI and detailed below:

- (4) **Income of the Company**  
The income of the Company consists mainly of compulsory monthly levies payable by members as well as monthly recovery of water and electricity consumption by members and is applied to the furtherance of the Company's main objective. No portion thereof may directly or indirectly be paid or transferred to members of the Company, whether by means of dividends, bonuses or otherwise. Nothing contained herein shall restrict the bona fide payment of any remuneration to an official or employee of the Company for services rendered to the Company.
- (4.1) Subject to the provisions of 4.2 the Directors will from time to time determine the levies and tariffs payable in terms of 4. The Members (owners of property) of the Company shall be liable to pay such levies in equal shares provided that if an owner owns more than one property, he shall be liable for the payment of levies in respect of each property. Recoveries for water and electricity usage are based on consumption and payable by every owner of the property (Member).
- (4.2) The Company is exempt from payment of levies in respect of all properties owned by it.
- (4.3) The Directors shall before the end of each financial year, prepare an estimate of the amount, which shall be required by the Company to meet the expenses during the following year. The Directors are entitled to include an amount in the levies they regard necessary to meet anticipated future expenditure.
- (4.5) The Directors may at any stage impose special levies upon the members if they are of the opinion that the budgeted levies are insufficient to enable the Company to achieve its main objective. If the special levy exceeds 20% of the existing levy, the special levy is subject to the passing of an Ordinary Resolution approved by more than 50% (50.1% or more) of the vote cast by all Members present in person or represented by proxy, at the General Meeting convened to approve such Resolution and shall be subject to a minimum notice period of 10 (ten) business days.
- (4.6) The Directors are entitled to determine the date of payment of levies and amounts due for water and electricity consumption, the rate of interest chargeable and the penalties payable in respect of such arrear amounts.
- (4.7) No property in the Company (Portions of Portion 5 of the farm Leeuwfontein 299JR, Gauteng) may be transferred without a certificate obtained from the Company to confirm that all amounts owing to the Company up to date of registration of transfer had been paid by the Member, that the property conforms to all applicable rules of the Company and the new Owner has agreed in writing to be bound by the provisions of this Memorandum of Incorporation as well as all rules applicable to Members of the Company.

- 15.1.1 Owners are obliged to pay the levies and service charges as imposed by the BoD.
- 15.1.2 Interest will be charged on all arrear levies, at the interest rate approved by the BoD. It is not the responsibility of the BoD to remind owners if their accounts are in arrears, or to inform them that penalties will be applied.
- 15.1.3 All payments received on arrear accounts shall first be allocated to fines due, then to levies and thereafter to outstanding service fees.
- 15.1.4 A certificate signed by the chairperson of the finance committee shall be prima facie evidence of the amount due and owing by the owner, and shall be applicable in any application for summary and/or default judgement.

## **15.2 Fines**

- 15.2.1 The purpose of imposing fines is remedial, and aimed at getting the co-operation of all owners or residents to comply with these Rules.
- 15.2.2 Fines will be indicated separately on the levy statement, and will become due and payable on the due date for payment of the levy for the month in which the fine was imposed.
- 15.2.3 Interest shall be charged on outstanding fines at the rate approved by the BoD.
- 15.2.4 Should an owner wish to appeal a fine in terms of clause 11, fines and interest will continue to be levied until the conclusion of the appeal. If the owner is successful in his/her appeal, fines levied since the date of the fine will be repaid to the owner.
- 15.2.5 Owners are liable for any fines imposed on any of their tenants, employees, contractors, delivery vehicles, and/or guests to or residents on their property.
- 15.2.6 Fines will only be imposed after a written request has been delivered to the owner by a representative of the relevant committee to affect such remedial steps to rectify the non-compliance, within a specified period. In the following cases, an immediate ("spot") fine will be issued to the relevant owner/resident or offender: speeding or reckless driving, tag abuse at the main gate, and time breaches at the service gate.
- 15.2.7 The BoD may, within their discretion, adjust fines from time to time, but not more than once per annum.

## **15.3 Applicable Fines**

### **15.3.1 Dogs**

#### **15.3.1.1 Transgressions related to**



- 15.3.1.1.1 nuisance-causing dogs,
- 15.3.1.1.2 dogs not properly identified in terms of the Rules,
- 15.3.1.1.3 dogs found unsupervised outside the property or fenced-off area,
- 15.3.1.1.4 dogs without a permit, will be dealt with as follows:
  - 15.3.1.1.4.1 A written warning, indicating the corrective measures to be taken within the following week, shall be issued by the representative of the relevant committee.
  - 15.3.1.1.4.2 In the event of failure to comply with the written warning, a fine as per approved list will be imposed, along with a further written warning providing a further one week for corrective action.
  - 15.3.1.1.4.3 In the event of continued failure to remedy or correct the non-compliance, the transgression shall be regarded as of an ongoing nature, and the resident will be required to remove the dog from Leeuwfontein Estates. Failing to remove the dog shall make the owner liable for a fine as per approved list, until such time as the dog is removed from Leeuwfontein Estates. The owner is obliged to inform the admin office of the date on which the dog was removed.
  - 15.3.1.1.4.4 Transgressions related to rabies and/or other inoculations which are not current, will be subjected to a fine as per approved list, and the immediate removal of the dog from Leeuwfontein Estates will be required, until such time as it can be proven to the satisfaction of the BoD that the transgression has been remedied.
  - 15.3.1.1.4.5 Cats and farm animals found on any owner's property within Leeuwfontein Estates must be removed immediately, and the owner shall be subjected to a

fine as per approved list until such time as the animal has been removed from the Estates. The owner is obliged to inform the admin office of the date on which the animal was removed.

### 15.3.2 Fauna and Flora

- 15.3.2.1 Transgressions related to,
- 15.3.2.2 unauthorised collecting and gathering of wood in the veld,
- 15.3.2.3 the introduction of foreign plants,
- 15.3.2.4 disturbance to wild life,
- 15.3.2.5 littering and allowing property to become polluted by rubble,

will be dealt with as follows:

- 15.3.2.5.1 A written warning indicating the immediate corrective measures to be taken.
- 15.3.2.5.2 A fine as per approved list per incident will be levied for 2nd and further transgressions.
- 15.3.2.6 Transgressions relating to:
  - 15.3.2.6.1 making of open fires in the veld,
  - 15.3.2.6.2 hunting, killing or injuring of wild life,
  - 15.3.2.6.3 pollution of Roodeplaatdam or ponds on the Estate,
  - 15.3.2.6.4 littering on Leeuwfontein Estates

will be subjected to a spot fine as per approved list.

### 15.3.3 Security

- 15.3.3.1 Penalties for transgressions listed below will be as per approved list.
  - 15.3.3.1.1 Misused tags
  - 15.3.3.1.2 Late at service gate
  - 15.3.3.1.3 Driving a motorised vehicle without a driver's license
  - 15.3.3.1.4 Exceeding the speed limit and/or reckless driving
  - 15.3.3.1.5 Driving a motorised vehicle on servitudes
  - 15.3.3.3.6 Verbal and/or physical abuse of guards, if tested evidence is produced.

#### 15.3.4 Building and aesthetic

15.3.4.1 Penalties for transgressions listed below will be as per approved list.

15.3.4.1.1 Occupying a building without an occupation certificate,

15.3.4.1.2 Building operations exceeding the agreed time limit,

15.3.4.1.3 Sewerage purifying systems not maintained or poor effluent values: the owner will be allowed 1 month to take corrective measures, failing which a fine as per approved list will be levied until the system is in a proper working condition again.

15.3.4.1.4 Building work not in accordance with approved plans will be stopped with an official order, signed by the BoD. Any cost arising from this action will be borne by the owner. Such an order will remain in place until such time as the owner has obtained the necessary approvals for the building work not in accordance with the plans, or alternatively, until such time as the building work has been removed. A fine as per approved list, will be levied from the date of the stop work order to the date of the removal of the offending building work, or the date of the approval of the amended building plans. The BoD will be entitled to approach the Court for an appropriate interdict to enforce compliance with this rule, the cost of which will be recovered from the owner.

#### **15.4 Enforcement of Rules**

15.4.1 The BoD is entitled to approach any competent court for appropriate relief to enforce compliance with the Rules, regardless of whether or not a fine or any other sanction has been imposed or not.

15.4.2 Leeuwfontein Estates will recover costs related to any decision, or any action required to give effect to such a decision, incurred by Leeuwfontein Estates, by debiting the levy account of the owner.

### **16. LEGAL COSTS**

Should remedially steps and fines not bring about compliance to the Rules of LEO Association, the BoD will be entitled to take legal action to achieve it. If the BoD successfully institutes legal action against any person to enforce compliance with these

Rules, such a person will be liable for the legal costs on an attorney and own client scale.

## **17. LETTING OF PROPERTY**

- 17.1 Should any owner let his/her property, the following must be submitted to the admin office prior to occupation of the property by the lessee:
  - 17.1.1 Notification in writing, addressed to the BoD, of intention to let his/her property;
  - 17.1.2 Name, ID and contact details of lessee;
  - 17.1.3 Period of lease;
  - 17.1.4 Number of occupants, and domestic personnel if applicable;
  - 17.1.5 Written confirmation by the lessee that he/she has received the Rules of LEO Association, and considers himself bound thereto as a term of the lease agreement.
  - 17.1.6 Copy of lease agreement.
- 17.2 The following must be noted:
  - 17.2.1 Only a property for which an occupation certificate was issued can be let. The fauna and flora, grounds and aesthetics committees will only recommend the issue of a letting certificate after an inspection of the property. The purpose of the inspection is to ascertain whether
    - 17.2.1.1 the sewerage plant is healthy and in a working condition,
    - 17.2.1.2 buildings and additions are in accordance with the approved plans, and
    - 17.2.1.3 landscaping, gardening and vegetation are in accordance with the rules regulating forbidden plants and weeds.
  - 17.2.2 When tenants breach the Rules of LEO Association, owners shall be requested (to invoke their right) to terminate the lease agreement.
  - 17.2.3 Owners will be held liable for fines imposed on the tenant.
  - 17.2.4 All matters between the BoD and the tenant, and visa versa, must be directed through the owner.
  - 17.2.5 Owners will be invoiced directly for levies and service charges, and will ultimately be responsible for payment of such.
- 17.3 It is expected that tenants will subscribe to the letter and spirit of the Leeufontein Mission Statement.

## **18 BUILDING OPERATIONS, ALTERATIONS, EXTENSIONS AND EXTERNAL WORK**

### ***18.1 General***

- 18.1.1 The owner must supply a copy of these Rules to the contractor, and the owner is responsible for the contractor's adherence thereto. This must be incorporated in all building contracts and service agreements between owners and service providers.
- 18.1.2 Builders and service providers are required to take all necessary precautions to prevent damage to the roads, stone walls, and other infrastructure of Leeuwfontein Estates. The owner will be held responsible for any costs to repair damage caused by the builder, contractors, sub-contractors, their respective employees, or their respective agents.
- 18.1.3 The requirements of the National Building Regulations with regard to noise, dust, working hours, safe working conditions, temporary toilets and sheds will be strictly enforced.
- 18.1.4 The owner must pay a deposit as determined by the BoD annually to LEO Association as security for possible damage to the common property during building operations. Common property also includes roads and servitudes. The deposit, or part thereof, will be refunded free of interest upon the issuing of the final Occupation Certificate.
- 18.1.5 Members of the grounds and aesthetics committee may visit the site from time to time to ascertain whether building work is done in accordance with approved drawings, and whether the Rules and regulations in this document are being adhered to.
- 18.1.6 LEO Association will not be held responsible for damages that the owner might suffer as a result of an amendment to plans not previously being approved by the Aesthetics Committee.

### ***18.2 During building stage***

- 18.2.1 Concrete, mortar and plaster must be mixed on/in waterproof surfaces or containers, and no run-off or leakages will be allowed. Damage to the soil and the rehabilitation thereof will be for the owner's account.
- 18.2.2 Building operations and auxiliary processes must take place as close to the perimeter of the buildings as possible, in order to cause as little damage as possible to the natural surroundings.
- 18.2.3 Proper control over workmen and sub-contractors with regard to noise, language or trespassing is required. No open fires are allowed. It is a requirement that there is always a responsible person on site during building operations.

- 18.2.4 Transport to and from the site is the sole responsibility of the contractor/project manager/builders and no workers/sub-contractors are allowed to move to and from the site unaccompanied.
- 18.2.5 Building rubble and excess materials for example rocks, soil, plant material, etc. must be removed from site on a regular basis. Excess material referred to elsewhere in the Rules has the meaning as defined here.
- 18.2.6 All service trenches must be filled and properly compacted to prevent gradual subsidence thereof.
- 18.2.7 Advertising boards or similar exhibitions at the entrance to Leeuwfontein Estates, or along the security fence around Leeuwfontein Estates, will not be allowed. One board per site will be allowed in a position as approved by the Estate Manager, which must be removed at the completion of the project, or with occupation, whichever happens first.
- 18.2.8 No person is allowed to stay overnight on the property or to be on the building site (property) after the hours as described in clause 3.2.4.

### **18.3 At Completion**

- 18.3.1 The owner/builder shall
  - 18.3.1.1 ensure that the site has been cleaned properly and that all unused material, ~~and~~ building rubble and excess material have been taken away,
  - 18.3.1.2 check that all service connections have been done properly and that there are no leaks in the service lines,
  - 18.3.1.3 remove all temporary sheds, shelters, toilets and other temporary structures, and make good any damage to the site.
  - 18.3.1.4 obtain an Occupation Certificate from the Local Authority.
- 18.3.2 The aesthetics and grounds committee will conduct a mandatory completion inspection of the works. This inspection will be conducted within 10 days after having received a written request from the owner. The purpose of this inspection is to determine whether:
  - 18.3.2.1 the development was completed in terms of the approved building plans. LEO Association will not be held responsible for any damages that the owner might suffer as a result of an amendment to or deviations from the plans not being approved;
  - 18.3.2.2 the site had been cleared of all building rubble and excess plant material;
  - 18.3.2.3 the entry road to the house has been completed;

- 18.3.2.4 all work has been completed; and
  - 18.3.2.5 that the final landscaping planning including period of implementation has been addressed to the satisfaction of the fauna & flora committee.
- 18.3.3 If the aesthetics and grounds committee is satisfied after the inspection that the requirements listed in 18.3.2 had been met, an estate occupation certificate will be issued. An estate conditional occupation certificate, with a list of minor outstanding items, may be issued. Whether a conditional occupation certificate is issued or not is an aspect which falls within the sole discretion of the aesthetics committee. A date for the completion of the outstanding items shall be stipulated in the conditional occupation certificate, and the builder's deposit will be repaid only after completion of all outstanding items and subsequent issuing of final occupation certificate.
- 18.3.4 Occupation of a property may only take place after the local authority has issued its occupation certificate and an occupation certificate, or conditional occupation certificate has been issued by LEO Association.

## **19. ARCHITECTURAL RULES AND GUIDELINES**

### ***19.1 Introduction***

No particular architectural style or mode of construction is prescribed, but the design of buildings must be in sympathy/harmony with the physical surroundings and environment. Foreign styles, and styles suitable for high-density developments, are discouraged. Orientation, sun control, thermal insulation, size and position of openings, shaded outside spaces and the building-site interface must inter alia be taken into account. Special attention is expected with regard to the retention and creation of the functional habitat and the consideration of the natural topography, indigenous vegetation and climate.

### ***19.2 Procedures and Approvals***

- 19.2.1 The aesthetics committee shall consist of at least four members. The BoD will approve the appointment of the chairman of this committee. This committee shall have all powers, duties and functions as provided for in these rules.
- 19.2.2 All buildings must be designed and building plans be prepared by a Senior Architectural Technologist or Professional Architect registered with The South African Council for the Architectural Profession (SACAP). The architect's name, signature, registration number and business address must appear on all plans. It is the Owner's responsibility to ensure that all official inspections as required by the Local Authority are to be done and documented.

The final inspection will take place when an occupation certificate is requested.

- 19.2.3 The aesthetic committee must approve in writing all plans and/or documents before such documents are submitted to the local authority for approval. The approval or rejection of all plans fall within the sole discretion of the aesthetic committee, provided that such approval will not unreasonably be withheld. The aesthetics committee may also appoint an external qualified person to advise and assist in the evaluation and approval of plans. The following documentation must be submitted in duplicate to the aesthetic committee:
- 19.2.3.1 a site plan to scale 1:200, indicating the maximum 1 500m<sup>2</sup> to be developed, comprising the position of all buildings, driveways, pool fences, other site features and landscaping. The site plan must show all floor levels relative to numbered half meter contours, as well as all the standard information required by the local authority;
  - 19.2.3.2 floor plans, sections and all elevations to a scale of 1:50 or 1:100, properly dimensioned and indicating all materials and finishes, as well as all the standard information required by the local authority;
  - 19.2.3.3 plans and/or certificates by other professionals, if applicable (e.g. structural engineer).
- 19.2.4 A non-refundable plan approval fee as determined by the BoD annually is payable on the date of submission of the plans. This fee does not include monies payable to the local authority. LEO Association may determine the amount of the said fee at its discretion.
- 19.2.5 Any alterations to the site development or building plans after the plans have been approved, must also be submitted to the aesthetic committee for approval, before commencement of any work on site, and a further fee, as determined by the LEO Association, is payable in respect of such submission. Any deviation from approved building plans, without obtaining prior approval, will be illegal, and owners guilty of this take full responsibility for the fact that the aesthetic committee may not accept the deviation, and that the owner may be instructed to rectify the work to be in accordance with the approved site or building plan.
- 19.2.6 The aesthetic committee is obliged to provide the owner with its decision whether the building plans were approved, in writing, within ten working days from submission. If the aesthetic committee approved the plans, then the owner may submit the plans to the local municipality for its approval.
- 19.2.7 If the aesthetic committee rejects the plans, the owner is obliged to re-submit new/altered plans, and the ten working day period will commence again.



- 19.2.8 The aesthetic committee is entitled to reject plans due to the placement of the building on the stand.
- 19.2.9 All complaints and/or appeals regarding the rejection of plans must be addressed to the BoD. Such complaints and/or appeals must be in writing, clearly stating its reasons.
- 19.2.10 Upon receiving such a complaint and/or appeal the BoD, will consider it and make a final decision at their next meeting. The decision of the BoD, and its interpretation of aesthetic rules, will be final and binding.
- 19.2.11 The owner must inform the aesthetic committee of the commencement date of building operations. The maximum time allowed to complete the building is 18 months. For alterations and additions, the completion period is to be agreed on prior to the commencement of such activities.
- 19.2.12 Any building operation may only commence after:
- 19.2.12.1 the plans have been approved by the aesthetic committee,
  - 19.2.12.2 the plans have been approved by the local authority,
  - 19.2.12.3 the builder's deposit has been paid,
  - 19.2.12.4 a chemical toilet has been erected on site,
  - 19.2.12.5 water supply to the site has been connected, and
  - 19.2.12.6 all security requirements have been met and the estate rules has been accepted by the owner and/or building contractor.
- 19.2.13 If the owner intends developing the property in phases, full details and time frames must be provided to the aesthetic committee. Upon approval by the aesthetic committee, the scheduled times will be binding on the owner.
- 19.2.14 If the building is occupied before obtaining an occupation certificate, the owner will be fined.
- 19.2.15 Owners are required to obtain written permission from the aesthetic committee for all exterior finishes of the house, which specifically includes paint colours, types of bricks, roof finishes, driveways, fences, solar panels, exterior lighting, water tanks and generators. Owners who proceed without first obtaining such permission in writing, do so at their own risk, and will have no claim against the aesthetic committee or LEO Association for any cost incurred in rectifying the work to comply with the requirements of the aesthetic committee. These rules also apply to any subsequent repainting of the house.

### **19.3 Architectural Building Design Controls**

It is encouraged to house all facilities, including garages and outbuildings, under one roof, in order to prevent the proliferation of several loose-standing buildings on any one property. Connecting separate buildings by way of screen walls is discouraged.

### **19.4 Dwellings per Stand**

A maximum of one dwelling of a minimum of 250m<sup>2</sup> is allowed per stand. A second dwelling unit will only be allowed after all conditions of the Local Authority has been met including approval of all land use rights by the local authority. Air BnB and Guest Houses are prohibited.

### **19.5 Maximum Height**

The height or mass of a building should not have an overpowering effect on the environment, and the height of buildings may not exceed two stories.

### **19.6 Building Lines**

Street Building line - 16m from property boundary

All Sides Building line - 5m from property boundary

Walkway Building line - 16m from property boundary

### **19.7 External Walls**

Walls must either be plastered or bagged or face-bricked or semiface-bricked, or a combination of these. Individual feature walls/chimneys in natural stone are encouraged. Natural stone, clay products, timber, pigmented plaster and clear glass are considered suitable materials. However, reflective colours and materials are not allowed. Wall-like structures to provide privacy for outside spaces should be integrated in the general design. It is advisable that trees and shrubs should be used instead, and the natural slope of the ground may also facilitate this goal.

<b>Encouraged</b>	<b>Prohibited</b>
<ul style="list-style-type: none"><li>• Smooth or textured plaster</li><li>• Bagged brickwork</li><li>• Face or semi face-brick</li><li>• Approved coloured plaster</li><li>• Natural rock</li><li>• Concrete</li></ul>	<ul style="list-style-type: none"><li>• Ornate mouldings</li><li>• Decorative plaster, such as rock art</li></ul>

### **19.8 Windows, Doors, Shutters**

#### **19.8.1 Windows**

Window frames must be either in timber or aluminium. Window frames must be in terms of prescribed colour range only (See 19.18).

<b>Encouraged</b>	<b>Prohibited</b>
<ul style="list-style-type: none"> <li>• Natural timber window frames</li> <li>• Aluminium window frames</li> <li>• Sliding/folding doors &amp; windows</li> </ul>	<ul style="list-style-type: none"> <li>• Tinted reflecting glass</li> <li>• Standard steel frames</li> </ul>

#### 19.8.2 Doors

<b>Encouraged</b>	<b>Prohibited</b>
<ul style="list-style-type: none"> <li>• Natural timber doors</li> <li>• Aluminium frames</li> <li>• Sliding/folding doors &amp; windows</li> <li>• Double entrance door</li> <li>• Pivot door</li> <li>• Wide entrance door</li> </ul>	<ul style="list-style-type: none"> <li>• Steel frames</li> <li>• Steel doors</li> </ul>

#### 19.8.3 Shutters

Aluminium or timber shutters may be used for sun and/or privacy control. If fake shutters are used, they must be in proportion to the window. The area of the shutter needs to match the area of the window.

<b>Encouraged</b>	<b>Prohibited</b>
<ul style="list-style-type: none"> <li>• Aluminium sliding/folding/hinged shutters</li> <li>• Timber sliding/folding/hinge shutters</li> </ul>	<ul style="list-style-type: none"> <li>• Fake shutters not in proportion to window</li> </ul>

### **19.9 Roofs, Eaves & Gutters**

The main roof should be double-pitched. Mono-pitched and flat concrete roofs are allowed if incorporated with the overall design of the house. Roofs may be hipped or gable-ended, and must extend over the external wall. Average roof pitches for double thatch pitched roofs are to be 45° for the largest part. Pitch designs of other roofing materials of the roof, and a minimum pitch of 10° for other roofing materials allowed.

#### 19.9.1 Pitched Roofs

A pitched roofs cape is envisaged and encouraged. Solar panels for heating and electricity generation, if used should be incorporated in the buildings to form part of the basic structure, and should be clearly shown and annotated on drawings.

#### 19.9.2 Flat Roofs

Flat concrete roofs will only be permitted on a limited portion of the building, at the discretion of the controlling architect, usually a maximum of 20% or as approved by LEO Association. Waterproofing must be painted to match the colour of the roof or the building, and covered with approved stone pebbles or tiles. Reflecting waterproofing will not be allowed.

### 19.9.3 Eaves

Eaves may be closed or open. Hipped roofs should project over the walls by a minimum of 450mm, and gable-end roofs by a minimum of 200mm. The overhang may be reduced to accommodate architectural features and projections, but may not constitute more than 20% of the total eaves' perimeter.

Encouraged	Prohibited
<ul style="list-style-type: none"> <li>• Concrete roof tiles.</li> <li>• Thatch roof.</li> <li>• Cromadek (Non-reflection)</li> <li>• Natural slate.</li> <li>• or similar approved by LEO Association</li> </ul>	<ul style="list-style-type: none"> <li>• Decorative wrought iron/cast aluminium, e.g. Victorian brookie lace</li> <li>• Reflecting finishes</li> <li>• Flat metal roofs</li> </ul>

## 19.10 Burglar Proofing and Balustrades

### 19.10.1 Security Structure

Any security structure such as gates, doors and burglar proofing need to be incorporated in the overall design.

### 19.10.2 Balustrades

Balcony and veranda balustrades must be in keeping with the architecture of the house, and must either be in natural or painted hardwood or metal to comply with the list of approved colours. No ornate and sharp edges will be allowed.

## 19.11 Garages & Carports

The design and material of garages and carports must compliment the style and design of the main building, and must be incorporated in the overall design in order to comply to the principles of 19.3.

Parking of vehicles, trailers, etc on stand must not be visible from neighbours and the road. Parking of any vehicle, trailer etc in the veld is prohibited and will be seen as part of developed area.

### **19.12 Staff Accommodation and Kitchen Yard**

No staff accommodation should be nearer to the street than the main building. Staff accommodation must be contained under the same roof or integrated in the overall design. Staff accommodation and kitchen areas must be enclosed. Washing lines and garbage bins may not be visible from the road or neighbouring properties.

### **19.13 Site, Gardens and Landscaping**

It is imperative that building operations' infringement on the existing physical and ecological systems be limited to an absolute minimum, and that steps be taken to rehabilitate all possible damage to the environment. The natural environment will be left untouched, except for that area designated for the purpose of developing the property (dwelling, driveway, paving, pool, lapa, boma). This area shall not exceed 1 500m<sup>2</sup>, leaving the balance as natural habitat. The purpose of this limitation is to impose as little as possible on the natural habitat of the game, and to create the feeling of being in the bush, as opposed to living in the city. To achieve a natural and informal garden, the following needs to be considered:

- 19.13.1 artificial gardens should be obscured from the street,
- 19.13.2 street numbers should be small and should blend in with the natural environment,
- 19.13.3 rock and stone features should be natural. Prior permission must be obtained from the Aesthetic Committee and kept tidy. Watering holes outside of 1500sqm used solely for animals should be small not exceeding 3sqm in extent, shallow and have rocks to enable animals to easily get out should they fall in,
- 19.13.4 driveways which forms part of the developed area, should be as narrow as possible, and materials used must blend in with the natural surroundings,
- 19.13.5 development within 6 meters of the entrance is discouraged, this includes lawns, walling, structures with names, work of art, pots, etc.,
- 19.13.6 endemic trees and shrubs must be used to obscure structures visible from the street, unsightly heaps of garden refuse are prohibited as this is an increased fire risk. Composting will be allowed but should be done in an orderly and professional way out of view from the street, walkways and neighbours,
- 19.13.7 dead trees, branches and plants must not be removed,
- 19.13.8 all planting should be done in a natural way, ie:, not in rows, and must complement the natural surroundings,

- 19.13.9 building on sloping sites must be designed on various levels to fit the topography properly, and to prevent mass excavations. Cut-and-fill necessary on sloping sites must not impact beyond a reasonable distance beyond the perimeter of the buildings,
- 19.13.10 driveways and walkways must not be perpendicular to contours, but should follow the contour, or be inclined towards it. Proper provision for the disposal of stormwater in a natural manner is required, and neighbouring properties must be accommodated. Erosion must be prevented. Natural watercourses must be respected during placing of buildings and paved areas, and care must be taken that stormwater running down driveways and walkways does not cause erosion,
- 19.13.11 the siting of buildings on properties must be carefully considered, and the rights of owners of neighbouring properties to privacy, quietness and uninterrupted views must be respected. The preservation of the natural environment must be ensured,
- 19.13.12 owners are obliged to minimize light pollution and set out clearly on their plans what lights they envisage. Driveway lights will only be allowed if they are shielded to light downwards. The use of security lights is encouraged but will only be allowed to be switched on during emergencies,
- 19.13.13 private gardens must be managed and maintained by the owner. Any walls, structures, fencing and additions that form part of the landscaping of the stand, must be submitted to the aesthetics committee for approval,
- 19.13.14 fences may not exceed the maximum height of 1.5 meters. No ornate or sharp edges are allowed. Yard walls with limited length and maximum height of 1.8 meters will be allowed to screen off washing lines and service doors. Retaining walls should be designed in such a way that they can accommodate plant growth and thus blend into the landscape. All artificial embankments must be stabilized and landscaped and should not impede storm water drainage. Refer to Annexure for approved fences,
- 19.13.15 no vehicles, trailers, boats or caravans may be left outside for a period longer than 14 days in the open if it is visible from roads or neighbours. Refer to 19.11. Areas where vehicles, trailers, boats etc are parked will be included in the developed area of 1 500m<sup>2</sup>,
- 19.13.16 refuse (garden and household): It is the responsibility of owners to place household refuse in refuse bags before depositing these in the estate refuse bins for collection. Do not use these facilities for garden or building refuse.

#### **19.14 Boundary and Screen Walls**

Stand boundary walls and freestanding walls are not allowed. An owner is, however, entitled to fence off his home and the area immediately surrounding it provided that the developed area does not exceed the defined 1 500m<sup>2</sup> area.

#### **19.15 Swimming Pools**

The design of the pool should be such that any wild animal falling into the pool will be able to easily climb out of the pool. Any safety fence around a pool must comply with the finishing guidelines on boundary walls and fences, as well as with all standard municipal safety regulations. The position of swimming pools is critical with respect to noise and impact on the natural vegetation. Pools and their safety enclosures should be as small as possible and must be architecturally integrated with the buildings.

<b>Encouraged</b>	<b>Prohibited</b>
<ul style="list-style-type: none"><li>• Concealed filtration units</li><li>• Pool surrounding to match general paving</li><li>• Shallow steps for trapped animals</li></ul>	<ul style="list-style-type: none"><li>• Portable pools above ground level</li><li>• Visible pump and filtration unit</li></ul>

#### **19.16 Paving Material**

<b>Encouraged</b>	<b>Prohibited</b>
<ul style="list-style-type: none"><li>• Brick pavers</li><li>• Crushed stones, aggregates</li><li>• Concrete combined with other materials</li></ul>	<ul style="list-style-type: none"><li>• Solid concrete with standard expansion joints</li><li>• Imprinted/painted concrete</li></ul>

#### **19.17 External Colours/Finishes**

Colour for external walls must reflect soft, subdued earthy tones such as ochre, sandstone, beige, autumn shades and greys. Bright and contrasting colours will not be allowed. Pre-approved paint colour chart is available at the Administrative Office of the Estate.

<b>Encouraged</b>	<b>Prohibited</b>
<ul style="list-style-type: none"><li>• Natural sandstone</li><li>• Earthy tones</li><li>• Pastel colours</li><li>• Accents of darker primary colour</li></ul>	<ul style="list-style-type: none"><li>• Bright primary colours</li><li>• Large areas of black to walls</li><li>• White</li><li>• Bright green roofs</li></ul>

#### **19.18 Sewage & Plumbing**

19.18.1 Plumbing: No exposed plumbing is allowed on external walls.

- 19.18.2 Sewerage Systems: Every Owner is responsible to execute an annual inspection, by a LEO Association approved entity, to prove the installed sewerage system is fully operational. A certificate to this effect is to be timeously submitted to the estate office.
- 19.18.2.1 Only approved effluent purifying systems are allowed. Currently the Lilliput, Calcamite and SAF 3000 systems are approved. Should any owner wish to install a sewerage system that has not already been approved, the owner must submit a formal request and submission to the grounds and aesthetic committees for their consideration. The BoD, at the recommendation of the mentioned committees, can approve alternative sewerage purifying systems.
- 19.18.2.2 The request and submission to the relevant committees must include:
- 19.18.2.2.1 a report by an independent professional person or organization, indicating the extent and manner in which the system was tested, including the robustness of the system and the availability of spare parts.
- 19.18.2.2.2 Confirmation that the effluent standards required by the Department of Water and Environmental Affairs (General limit), as indicated below, will be met:
- pH – 5.5 – 9.5,  
 Conductivity (mS/m) – 70 – 150mSm  
 Chemical Oxygen Demand COD (mg/l) – 75  
 Oxygen absorbed OA (mg/l) – 0  
 Suspended Solids SS (mg/l) – 25  
 Alkalinity as CaCO<sup>3</sup> - 0  
 o-Phosphate PO<sub>4</sub>-P (mg/l) – 10  
 Ammonia NH<sup>3</sup>-N (mg/l) – 6  
 Nitrate NO<sup>3</sup>-N (mg/l) – 15  
 Oil and Grease (mg/l) – 0
- 19.18.2.2.3 proof of an established company with a proven record to render after-sales service.
- 19.18.2.2.4 a detailed operating manual is required.
- 19.18.2.2.5 Approval of the system from the local authority is required.



- 19.18.3 It must be noted that the required effluent standards, normally, will only be met when use is made of a three-chamber septic tank. This must be investigated when considering the use of an alternative system.
- 19.18.4 Grey Water cannot be discarded into the veld without going through treatment.

### **19.19 Miscellaneous**

#### 19.19.1 Aerials

Aerials or satellite dishes are to be hidden as far as possible.

#### 19.19.2 Loose Standing Structures

19.19.2.1 WENDY HOUSES or similar storage facilities are not allowed without permission Application for a storage facility in the form of a Wendy House can be made but should not be more than 10m<sup>2</sup> in extent.

19.19.2.2 GUM POLE TYPE JUNGLE GYMS will be allowed. No bright colours will be allowed, and any colouring needs to be approved by the aesthetics committee.

19.19.2.3 DOLLS HOUSES will be allowed if

19.19.2.3.1. they are not visible from the street;

19.19.2.3.2. if they are visible from neighbours, approval from neighbours is required;

19.19.2.3.3 they are in natural colours (**no bright colours**);

19.19.2.3.4 they are used for the purpose of a doll's house, the floor area does not exceed 10m<sup>2</sup>, and the structure is of a temporary nature.

19.19.2.4 SHADED VEGETABLE AND FLOWER GARDENS are only allowed if they are erected in accordance with plans approved by the aesthetics committee. Placement of structure should form part of the overall development.

19.19.2.5 A LAPA is considered as a minor structure incorporated in the 1 500m<sup>2</sup> area of development, and is for recreational purposes only. The following specifics will apply:

19.19.2.5.1 The lapa may not be completely enclosed. A maximum of 70% of the perimeter may be built-up walls,

- 19.19.2.5.2 The superstructure and roof should compliment the aesthetics of the main dwelling,
- 19.19.2.5.3 A maximum of 30m<sup>2</sup> floor area is allowed,
- 19.19.2.5.4 The structure is to be positioned in a way that minimizes the impact on the natural surroundings,
- 19.19.2.5.5 The approval of the immediate neighbours is required,
- 19.19.2.5.6 Plan approvals will follow the same process as for any other building, including council approval,
- 19.19.2.5.7 Fire-fighting equipment must be available, and fires may never be left unattended,
- 19.19.2.5.8 Noise levels should be kept to a minimum, similar to the requirements for the clubhouse (Rule 8.6.3.8).

### **19.20 External Features**

- 19.20.1 Roof- and Wall mounted installations such as aerials, satellite dishes and air-conditioning units are to be hidden as far as possible. Geysers and solar systems as well as power generators. Application should be made to the HOA for approval of installation prior to installation of any external fixtures and features.
- 19.20.2 Due to the negative aesthetic impact these installations could have, it is a requirement to obtain approval from the aesthetic committee before commencing installations of this kind. In the case of generators noise levels should not exceed 50 decibels from a distance of 40 metres.

### **19.21 Future Maintenance and Upgrading**

- 19.21.1 Rule 19 (Architectural Rules and Guidelines) applies in full to all future extensions, garages, carports and outbuildings.
- 19.21.2 The exterior of every dwelling together with its boundary walls/fences, driveways, etc., must at all times be maintained by the Owner in a clean, tidy, neat, painted and properly kept condition.
- 19.21.3 When repainting, approval of the colour by the Aesthetics Committee is required. A maximum period of three months will be allowed for completion.
- 19.21.4 Where, in the opinion of the Aesthetics Committee, the condition of a dwelling is not up to the required standards of the Estate, the Aesthetics Committee shall give written notice to the Owner to carry

out the necessary improvements and/or maintenance within a time specified by the Aesthetics Committee.

19.21.5 Inspections by the Aesthetic and Fauna & Flora Committee will be carried out from time to time.

**19.22 Responsibility**

These Rules do not absolve the house owner from complying with the National Building Regulations, the requirements of the local authority, and the local town planning scheme.

.....  
**APPROVED**

.....  
**CHAIRMAN**

**ADDENDUM A:  
RECOMMENDED TREE AND SHRUB LIST**

**LEEUFONTEIN ESTATES**

This list is by no means a complete list of suitable plants, but it comprises plants that are commercially available. Leeuwnfontein Estates is in an area that gets regular frost, which can be severe at times. Owners should consider this when buying plants. Plants that do not appear on the list below should be submitted for approval. Only indigenous plants are allowed.

**TREES:**

<b>Scientific Name:</b>	<b>Commonly known as:</b>
Acacia albida (Faidherbia)	Anaboom or tassel-berry
Acacia caffra	Haakdoring or hook-thorn
Acacia galpinii	Apiesdoring or monkey thorn
Acacia karroo	Soetdoring or sweet horn
Acacia rehmanniana	Sydoring or silky thorn
Acacia sieberianawoodii	Papierbasdoring or paperbark thorn
Acacia xanthoploea	Koorsboom or Fever tree
Aloe marlothii	Bergaalwyn
Antidesmavenosum	Voëlsitboom
Berchemiazeyherii	Rooi-Ivoor
Bolusanthusspeciosus	Vanwykshout
Burchellia bubaline	Wildegrenaat
Celtisafricana	Witstinkhout
Combretumerythrophyllum	Riviervaderlandswilg
Combretumkrausii	Bosvaderlandswilg
Combretumzeyherii	Raasblaar
Cussoniapaniculata	HoëveldKiepersol
Dais cotinifolia	Kannabasboom
Dombeyerotundifolia	Wildepeer
Dovyaliszeyherii	Wilde Appelkoos
Ekebergiacapensis	KaapseEssenhout
Eucleacrispa	BlouGwarrie
Ficusthonningii	GewoneWildevy
Gardenia volkensii	TransvaalseKatjiepiering
Grewiaoccidentalis	Kruisbessie
Harpephyllumcaffrum	Wildepruim

Heteropyxisnatalensis	Laventelboom
Kigeliaafricana	Worsboom
Kiggelariaafricana	Wildeperske
Kirkiaacuminata	Witsering
Mimusopszeyherii	Moepel
Nuxia floribunda	Bosvlier
Oleaeuropaeafricana	Olienhout
Pappeacapensis	Doppruim
Peltophorumafricanum	Huilboom
Podocarpusfalcatus	Outenikwageelhout
Podocarpushenkelii	Henkelgeelhout
Rhuslancea	Karee
Rhusleptodictya	Bergkaree
Rhuspyroides	Taaibos
Schotiabrachypetala	Huilboerboon
Sclerocaryabirreacaffra	Maroela
Syzygiumcordatum	Waterbessie
Terminaliasericea	Vaalboom
Tricheliaemetica	Rooiessenhout
Vepris lanceolata	Witysterhout
Ziziphus mucronata	Blinkblaar wag-'n-bietjie

**SHRUBS:**

Barleriarepens	RooiBosviooltjie
Bauhinia galpinii	Vlam-van-die-vlakte
Buddlejasalvifolia	Saliehout
Carissa bispinosa	Bosnoem-noem
Diospyroslycoides	Transvaalbloubos
Dodoneaangustifolia	Ysterbos
Dovyaliscaffra	Kei-appel
Ehretiarigida	Deurmekaarbos
Freylinialanceolata	Heuningklokkiebos
Hallerialucida	Notsing
Holmskoildiaspeciosa	Wildeparasolblom
Hypoestesaristata	See-oogblom
Jasminum multipartitum	SterrietjiesJasmyn
Leonotisleonurus	Wildedagga

Mackayabella	Bosklokkiebos
Plumbagoauriculata	KaapseVergeet-my-nie
Polygala virgata	Persbesem
Portulacariaaфра	Spekboom
Rhamnusprinoides	Blinkblaar
Strelitziareginae	Kraanvoëlblom
Tecomacapensis	KaapseKamferfoelie

#### **PERENIALS AND GROUNDCOVERS:**

Agapanthus spp	
Apteniaccordifolia	Brakvygie
Anthericumsaundersiae	Waaibossie
Asparagus densiflorus	
Bulbinenatalensis	Geelkopieva
Carissa macrocarpa	
Chondropetalumtectorum	KaapseDekriet
Cliviaminiata	Boslelie
Crinum spp	
Cyperusalternifolius	Matjiesgoed
Dietes bicolour	Poublom
Dietesgrandiflora	Groot Wilde Iris
Geranium incanum	Bergtee
Kniphofiaspp	Vuurpyle
Osteospermumjacunda	Bergbietou
Pelargonium peltatum	Kolsuring
Plectranthusmadagascariensis	Muishondblaar
Tulbaghiaviolacea	Wildeknoffel
Zantedeschiaaethiopica	Wit Aronskelk

#### **LAWN:**

All indigenous lawn types are allowed. Kikuyu grass is **NOT** allowed.

**ADDENDUM B:  
MOST COMMON WEEDS AND INVADER PLANTS FOUND  
AT LEEUWFFONTEIN**

The following are all plants that are declared as weeds or alien invaders, and that occur on Leeuwfontein Estates. That means that, by law, they have to be eradicated if found on your property. We therefore appeal urgently to you to do so if you find any of these specimens. Should you need any assistance in identifying and controlling them, please contact the grounds manager via the admin office.

Nagblom	Queen of the night
Speerdissel	Spear Thistle
Stinkblaar	Thorn Apple
Lantana	Tickberry
Litjieskatus	Jointed cactus
Turksvy	Prickly pear
Bitterappel	Bitter apple
Luisboom	Bugtree
Doringtamatie	Wild tomato
Boetebos	Spiny cocklebur
Kankerroos	Large cocklebur
Kakiebos	Khaki bush
Bloudissels	Mexican poppies
Pompom	Pompom
Maanblom	Moonflower
Kasterolieboom	Castor Oil
Sisal	Sisal
Moerbei	Mulberry
Populier	Poplar
Allewattels	All wattles
Suidwesdoring	Prosopis
Sering	Seringa
Bloekom	Eucalyptus
Oleander	Oleander
Roosisesbania	Red sesbania
Melkbos (Apocynaceae)	Milkweed

**ADDENDUM C:  
APPLICATION FOR A DOG PERMIT**

**LEEUFONTEIN ESTATES OWNERS ASSOCIATION (NPC)**

**APPLICATION FORM: PET PERMIT**

Owner (Surname and initials)						
Street address:						
Telephone no			E-mail address:			
Is area fenced off?	YES	NO	If yes, what is the approximate fenced off area?	(m <sup>2</sup> )		
Particulars of pet (species) e.g., dog, parrot, etc:	1. 2.					
Particulars pet 1: Breed (e.g., Maltese)				<b>Sex:</b>	M	F
Name of Pet 1:				<b>Castrated/ Neutered</b>		
				YES	NO	
Size of dog:	Small	5kg	<b>Has dog been inoculated against rabies?</b>	YES	NO	
	Medium	10kg		<b>Date of inoculation:</b>		
	Large	20kg		_____		
Particulars pet 1: Breed (e.g., Maltese)				<b>Sex:</b>	M	F
Name of Pet 1:				<b>Castrated/ Neutered</b>		
				YES	NO	
Size of dog:	Small	5kg	<b>Has dog been inoculated against rabies?</b>	YES	NO	
	Medium	10kg		<b>Date of inoculation:</b>		
	Large	20kg		_____		
<b>PERMIT CONDITIONS</b>						
<ul style="list-style-type: none"> <li>• When applying for a permit for any dog an evaluation by an accredited Dog Behaviour Consultant of the dog's behavioural pattern and obedience training needs to be submitted as supporting documentation to this application. In the case of puppies, a temporary permit will be issued for a period of six months, where after the evaluation report will have to be handed in, within fourteen days by the mentioned consultant.</li> <li>• The owner accepts full responsibility for the pet.</li> <li>• The owner shall ensure that the pet will not become a nuisance to residents or the wildlife, e.g., excessive</li> </ul>						



barking and howling.

- Only if the pet is under the control of a responsible adult and leashed at all time will it be allowed outside the designated fenced-off area.
- This permit is not transferable and is applicable to the above-mentioned pet(s) only.
- Each pet species requires a separate permit.
- Leeuwfontein Estate Owners Association reserves the right to withdraw this permit at its own discretion.
- When owners are on vacation from Leeuwfontein their animals are not allowed to stay alone on the property.
- Fencing should be maintained to keep the animal(s) inside at all times.
- Dogs must be castrated/neutered, as breeding is not allowed.
- Rabies vaccination must be conducted yearly and the certificate must be handed in at the administration office for record purposes.
- Dogs must be identifiable with their name and the Leeuwfontein plot number on a nametag at all times.

**I understand and accept the above**

.....	.....	
Owner's signature	Date	
.....	.....	
Committee Member	Date Approved	Permit number (office)

**ADDENDUM D:  
BUSHBABYBOATCLUB / LEEUWFontein ESTATES**



TEL: 012 808 5766  
E-MAIL: [office@leohoa.co.za](mailto:office@leohoa.co.za)

**APPLICATION FOR YEARLY PERMIT**

<b>DATE</b>	
<b>TO</b>	
<b>ADDRESS</b>	
<b>STAND NO</b>	
<b>PERMIT NO</b>	
<b>PERIOD OF PERMIT</b>	
<b>PERMIT APPROVED BY</b>	

**BUSH BABY BOAT CLUB**

***Rules and regulations***

**These rules are aimed at ensuring the right to safety of each club member.**

- All club members must be thoroughly aware of the rules and behaviour codes when on or near the water, as applicable to Roodeplaat Dam (See attached)
- All vessels must comply with the regulations of the Government and the club.
- Applications for membership of the Bush Baby Boat Club will only be considered if the applicant
  - a) Is a registered owner of Leeuwfontein Estates;
  - b) Is the owner of a boat or approved vessel;
  - c) Signs a written undertaking to abide by these rules;
  - d) Has paid a non-refundable joining fee of R\_\_\_\_\_;
  - e) Is in possession of a valid skipper's licence;
  - f) Is in possession of a valid water/sea competency certificate.

**NOTE: If the originals are not available, all copies must be certified.**

- The security officers are under strict orders not to allow any boat from outside in Leeuwfontein. Boats belonging to Leeuwfontein members/owners will not be allowed on the dam if they are not registered.
- The skipper of a boat is responsible at all times for the safety and behaviour of the passengers.
- Respect the club's property and rules.
- No loud music is allowed.
- Sail only anti-clockwise in the safety area. Boats coming in to dock should also move in an anti-clockwise direction on the right-hand side.
- Speed limits on club roads must be strictly adhered to. Reckless driving will not be allowed.
- Vehicles and trailers must be parked in the parking area next to or behind the clubhouse.
- Renting out a boat for use, or carrying passengers for payment, is not allowed, unless the boat owner/skipper has a permit authorizing him to do so.
- The use of any boat on the dams is at own risk.
- Nobody is allowed to use a boat in any place other than those places or areas that are separated, demarcated, zoned, reserved or designated for such use.
- Nobody may launch or retrieve a boat at any place other than those places demarcated or designated for such use.

**NB: YOU ENTER THE TERRAIN AT YOUR OWN RISK. THE GAUTENG PROVINCIAL GOVERNMENT DOES NOT ACCEPT ANY RESPONSIBILITY FOR ANY DAMAGE OR LOSS FROM DEATH, INJURY, SICKNESS OR ANY OTHER CAUSE WHATSOEVER SUFFERED BY ANY PERSON WHILE VISITING THE RESORT.**

Gate times are \_\_\_\_\_ - \_\_\_\_\_, and the gate rules (opening and closing) must be strictly adhered to.

***IMPORTANT***

Leeuwfontein Estate Boat Club reserves the right to ban from the premises any person who does not comply with the rules and regulations.

When a person pays to use the premises, it is expected that he/she will read, understand and comply with the rules.

Signed at \_\_\_\_\_ on the \_\_\_\_\_ 20\_\_\_\_\_.

Signature of boat owner \_\_\_\_\_

Signature of approved boat club member \_\_\_\_\_

Signature of boat club chairman \_\_\_\_\_

**ADDENDUM E:  
LEEUFONTEIN ESTATES ANGLING CLUB**

Tel: 012 808 5766  
E-MAIL: office@leohoa.co.za

**MEMBERSHIP APPLICATION**

<b>DATE</b>	
<b>NAME</b>	
<b>ADDRESS</b>	
<b>SITE NR</b>	
<b>LIST OF ANGLERS IN FAMILY</b>	

***RULES AND REGULATIONS***

- The aim of the club is to promote angling as a sport and recreational activity, and to combat water and environmental pollution.
- No membership fees are payable, but it is a requirement that an owner or lessee of a property at Leeufontein Estates, or alternatively a child of an owner or lessee, must be present at any angling activity.
- The necessary letter of permission or permit for angling in dams on private property must be acquired from the administration office prior to any angling activity, and must be available to be presented on request.
- A club member is not allowed to use more than one rod per person when angling, since the terrain dams are relatively small. There are no limitations at the Roodeplaat Dam, but anglers must still adhere to the limitations of the official angling licence.
- Lures as well as natural bait may be used, but feeding lots may not be created in the terrain dams under any circumstances.

**ADDENDUM F:  
CLEARANCE CERTIFICATE FOR TRANSFER OF PROPERTY**



**LEEUFONTEIN ESTATES**

*Portion 5 Leeuwnfontein Estates Owners Association (NPC)*

PO Box 2974  
MONTANA PARK, 0159  
Reg. no: 2000/011190/08  
012 - 808 5766 (Tel)  
[Office@leohoa.co.za](mailto:Office@leohoa.co.za)

**Attorney: Address**

**DATE:**

**Consent to transfer:**

I, the undersigned, \_\_\_\_\_, in my capacity as Chairman of the Board of Directors, hereby confirm that, by virtue of a resolution by,

***Portion 5 Leeuwnfontein Estates Owners Association (NPC)***

(Incorporated under section 21 with Registration No 2000/011190/08, hereinafter referred to as the  
**Association**)

1. \_\_\_\_\_ all the regulations referred to in the ***Title Deed*** and the rules with regards to any improvements made on the property, such as the sewerage system, have been complied with and that we consent to the transfer of the property, described as: Portion \_\_\_\_\_ **(a Portion of Portion 5) of the Farm Leeuwnfontein 299 JR, Province of Gauteng, from: SELLER TO BUYER.**
2. \_\_\_\_\_ We further confirm that the future owner(s) BUYER agreed to comply with the **regulations** of the **Association** and have bound himself to the satisfaction of the **Home Owner Association to be subject to its Memorandum and Articles of Association.**
3. \_\_\_\_\_ All monies owing to the Association by the transferor have been paid.

**This certificate is valid until \_\_\_\_\_ and shall be invalid if Registration of Transfer is affected thereafter.**

Signed at Pretoria on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
**GROUNDS & AESTHETICS COMMITTEE** \_\_\_\_\_

\_\_\_\_\_  
**CHAIRMAN: BOARD OF DIRECTORS**

DIRECTORS: \_\_\_\_\_

## **ADDENDUM G: ADDENDUM TO PURCHASE AGREEMENT**



### **LEEUFONTEIN ESTATES**

*Portion 5 Leeuwfontein Estates Owners Association (NPC)*

PO Box 2974  
MONTANA PARK, 0159  
Reg. no: 2000/011190/08  
012 - 808 5766 (Tel)  
office@leohoa.co.za

Addendum to Purchase agreement dated \_\_\_\_\_ in respect of erf \_\_\_\_\_

LEEUFONTEIN ESTATES (the property):

#### **1. LEEUFONTEIN ESTATES HOME OWNERS' ASSOCIATION**

1.1 The parties place on record that the property hereby sold, forms part of a development known as LEEUFONTEIN ESTATES consisting of PORTIONS 216 to 377 (portions of Portion 5) of the farm Leeuwfontein 299 JR. Although the property which is bought by the purchaser as per this purchase agreement, is transferred and registered in the Deeds Office as a full title property, certain responsibilities fall upon the purchaser towards a Section 21 company as result of such ownership. The Section 21 company is known as Portion 5 Leeuwfontein Estates Owners Association (An Association constituted in accordance with the provisions of Section 21 (NPC) (hereafter referred to as the Company). A copy of this Company's Articles of Association is available for perusal at the Administration office at Leeuwfontein Estates.

#### **2. THE PURCHASER HAS TAKEN NOTE THAT:**

2.1 the company is responsible for the repair, maintenance and development of:

- a) all properties of which it is the owner;
- b) all servitude roads, equestrian lanes and other common facilities;
- c) the border fence around and entrance control to LEEUFONTEIN ESTATES;
- d) the private services network for as far as it is situated inside the servitude areas.

2.2 all owners of properties in LEEUFONTEIN ESTATES automatically become members of the Company and will be obliged to stay members of the Company for as long as they own property in LEEUFONTEIN ESTATES. Each member is liable for the monthly payment of the contribution (levy) to the Company for the maintenance and development as mentioned above. Currently the monthly levy amounts to (as per approved list) (VAT included) and levies are equally divided amongst all properties (excluding properties which belong to the Company).

- 2.3 no property or any part of a property or share in a property may be sold and/or transported unless the company has certified in writing that all payments owed to it by the purchaser has been paid in full. Further more that the Seller complied to all the instructions as set out in the rules and regulations with regards to improvements to the property, more specifically also the sewerage system. This Certificate will also only be issued if the new Purchase agreement contains and refers to the prescribed responsibilities of the owner and it is proved that the owner has not breached any of the Rules and Regulations of the Company. This provision will be registered against the Deed of the property.
- 2.4 the Company may in terms of its Certificate of Incorporation and Memorandum of Association draw up rules in order to fulfil its aims and objectives.
- 2.5 the Company has drawn up certain conduct rules and guidelines and that the Purchaser is well aware of these rules and guidelines and that the Purchase agreement is subject to the acceptance by the Purchaser of such rules and guidelines.
- 2.6 the Company has drawn up certain architectural rules and guidelines and that all building plans have to be submitted to the Company prior to the submission of such plans to the Local Authority for approval and before any building activity can commence.
- 2.7 should the property be sold again; the abovementioned conditions will be properly made known to the new Purchaser and ensured that the new Purchaser abides by them.
- 2.8 building activities will take place on other properties inside LEEUWFONTEIN ESTATES and that the Purchaser will have no claims whatsoever with regard to losses due to inconvenience, discomfort or otherwise as a result of such building activities.

### 3. ACKNOWLEDGEMENTS

The Purchaser acknowledges that:

- the purchase agreement is subject to all conditions and servitudes mentioned and/or which have been mentioned in current or previous Title Deeds of the property, any own planning schemes and any condition drawn up by the Section 21 Company;
- he is aware and is satisfied with the site layout plan of Leeuwfontein Estates, the Certificate of Incorporation and the Memorandum of Association of the Company, the Architectural Rules and Guidelines and the Rules and the conduct and Guidelines of the Company.

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
SELLER (SIGNATURE)

\_\_\_\_\_  
WITNESS (SIGNATURE)

\_\_\_\_\_  
BUYER (SIGNATURE)

\_\_\_\_\_  
WITNESS (SIGNATURE)

## **ADDENDUM H: PROCESS WHEN SELLING PROPERTY**

When selling a Property Owners are obliged to notify the LEO estate office of the intention to sell whereafter the Aesthetics and Fauna & Flora Committee will do a site visit in order to ensure that the leo Rules are enforced and the property is sold in compliance to the LEO Rules.

An Agent signs an Offer to Purchase:

- a) Addendum to Purchase Agreement for Leeuwfontein Estates to be signed by both buyer and seller
- b) Rules of Leeuwfontein Estates must be presented to the buyer by either the agent or the seller when the offer is made.

The following should follow:

1. Acceptance of Rules document
2. Inspection of the property by grounds / aesthetics committee
  - a) City of Tshwane Metropolitan Municipality approved plans should be on file at the administration office, and the property that was built must match these plans. As-build plans for extensions or changes must be approved by City of Tshwane Metropolitan Municipality /aesthetic committee and on record in the Administration office together with the approved Property plans
  - b) Occupation Certificates from the Estates & City of Tshwane Metropolitan Municipality must be on record at the administration office
  - c) The stand must be free of litter
  - d) The stand must be clean of kikuyu grass
  - e) The property must meet the aesthetic specifications of the Estates in all respects
  - f) The sewer system must be in working order and there must be proof thereof
3. Clearance rates should be made by the attorney in a reasonable time and not only before submission to the Deeds Office
4. Clearance Certificates will then be drawn up after the full process was positively completed and the Chairman of the Board and the Director of Aesthetics are satisfied that everything is in place
5. A Clearance Certificate as in Addendum F will then be generated.



**ADDENDUM I**  
**Schedule of Penalties**

<b>Transgressions</b>	<b>Penalty Amount</b>
<p>This is a list of the more frequent transgressions and it is to be noted that penalties are not limited to these transgressions only</p>	
<b>Transgressions related to Dogs</b>	
15.3.1.1.1 Nuisance-causing dogs	R250
15.3.1.1.2 Dogs not properly identified	R250
15.3.1.1.3 Dogs found unsupervised outside the property	R250
15.3.1.1.4 Dogs without a permit	R250
15.3.1.1.4.3 Non-removal of dog upon request by HOA	R250
15.3.1.1.4.4 Rabies and/or other inoculations	R1 000 – No written notice
15.3.1.1.4.5 Cats and other farm animals	R250
<b>Transgressions related to Fauna and Flora</b>	
15.3.2.2 Unauthorised collecting / gathering of wood	R250
15.3.2.3 Introduction of foreign plants	R250
15.3.2.4 Disturbance to wild life	R250
15.3.2.5 Littering and rubble	R250
15.3.2.6.1 Open fires in the veld	R1 000 – No written notice
15.3.2.6.2 Hunting, killing or injuring of wild life	R1 000 – No written notice
15.3.2.6.3 Pollution of Roodeplaat Dam or internal ponds	R1000 – No written notice
<b>Transgressions related to Security</b>	
15.3.3.1.1 Misusing of access control measures	R1 000 – No written notice
15.3.3.1.2 Late at service gate	R250
15.3.3.1.3 Unauthorised driving of motorised vehicles	R500
15.3.3.1.4 Exceeding the speed limit and/or reckless driving	R500 – No written notice
15.3.3.1.5 Driving a motorised vehicle on servitudes	R500
15.3.3.3.6 Verbal and/or physical abuse of guards	R500 – No written notice
<b>Transgressions related to Building and Aesthetics</b>	
15.3.4.1.1 Occupying a building with no occupation certificate	R2 500 per month
15.3.4.1.2 Building operations exceeding the agreed time limit	R2 000 per month
15.3.4.1.3 Sewerage purifying systems not maintained	R500 per month
15.3.4.1.4 Unauthorised building work	R1 500 per month

The above fines are subject to a monthly escalation of 25% should the transgression be repeated or not rectified.

**ADDENDUM J:  
REGULATION FOR SECOND DWELLING UNIT**

Notwithstanding anything contrary contained in the LEO Rules, subject to approval of all applications required by the Local Authority, a second dwelling unit may be erected on farm portions, subject to the following conditions:

- A second dwelling unit may only be erected on a Portion after approval from the City of Tshwane Metropolitan Municipality.
- A Second dwelling unit must be included in the approved building plans. It cannot be a free-standing structure.
- The combined coverage of all buildings on the erf shall not exceed the maximum coverage allowed in terms of the Leo Rules and total developed area shall not exceed 1500sqm including parking, gardens and manoeuvring space.
- No second dwelling unit shall have a gross floor area of more than 50sqm, excluding garages and other outbuildings.
- Two additional parking spaces shall be provided on the erf for use by the occupants of the second dwelling unit.
- Only one additional second dwelling unit shall be allowed per farm portion.
- No AirBnB or Guest Houses are allowed.
- A "Second Dwelling Unit Rate" will be applicable to all second dwelling units that are rented out in order to cover the strain on the bulk services, security and administration of LEO Estate. The rate for a second dwelling unit will be determined by the Board of Directors and subject to change annually.
- Utilising a granny flat for parents or children will not be levied.

**It is noted that LEO Estate is subject to regulations from the local authority and the above regulations are the minimum regulations as set out by the City of Tshwane Metropolitan Municipality.**

## **ADDENDUM K: REGULATION ON SOLAR INSTALLATIONS**

LEO Rule 19.19.6 requires that application be made to the HOA for approval prior to installation of any solar panels, solar geysers and or any other electricity generating unit. The following guidelines should therefore be incorporated to guide owners:

1. These rules are applicable to both solar water and solar electric systems
2. Approval by the Aesthetics Committee of the envisaged installation is required prior to installation. Failure to do so will immediately trigger a transgression penalty as approved by the LEO Estate Board of Directors, that will be applied monthly until the Committee has approved the system.
3. The aesthetic approach to these installations is one of minimum visibility of the installation from all angles. Minimum visibility means structures shall be installed at the same angle as its supporting structure i.e. roof, and no structure shall extend beyond the ridge or top of the roof. Specifically, solar heaters with the external water tank on top will not be approved as it is considered aesthetically unsuitable on the Estate.
4. All ducting and conduits of the installation shall be painted to match the surrounding walls, roofs and facias.
5. Electricity generated by solar systems may be sold back to the electric grid of the Estate, at rates determined annually by the Finance Committee.
6. To meet safety and integrity requirements solar electric systems must meet the following requirements which are to be submitted with applications
  - 6.1 The inverter must produce a pure sine wave of alternating current
  - 6.2 The inverter must have an automatic disconnect from the grid capability, during periods of no power in the grid.
  - 6.3 The installation must be earthed and the quality of earthing specified.
  - 6.4 The inverter must have a surge suppression capability to protect the Leeuwfontein grid.
7. At the completion of the installation a CoC from a qualified person, must be submitted to the Estate before the system will be allowed to connect to the grid. If not, paragraph 2 above will apply and the owner will be held liable to any damage/accidents that may occur on the grid.
8. Should a new power meter be required, this is for the account of the owner and shall only be installed by the Electrician appointed by the Estate and a meter model prescribed by the Estate.
9. A CoC is also required for all dedicated solar geysers with an electrical backup.
10. Should an owner elect not to install a solar energy system on a roof, the following guidelines will apply, but the Aesthetics Committee is not obliged to approve such an application.
  - 10.1 Solar panels on the ground must be shielded from view from the road and neighbours by a fence and must be inside the allowed developed area of 1500sqm.
  - 10.2 Can be integrated with a carport, while meeting the requirements of paragraph 3.
  - 10.3 Solar panels may not be installed vertically against walls.