



Silonque
Bush Estate

RULES SILONQUE BUSH ESTATE
BODY CORPORATE

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Article 1. Definitions

The Rules of Silonque Bush Estate Body Corporate uses the following definitions:

Definitions	
Body Corporate	The corporation formed by all owners of a sectional title unit.
Commercial area	The Sectional Title Unit that comprises the restaurants, offices, entrance and swimming pool.
Common area	The area that is not being used as Lodge or exclusive use area.
Deeds office	The office in Pretoria for the registration of ownership, mortgages etc.
Estate	The area covered by plot number 149.
Exclusive use area	The area adjacent to the lodge with the garden and the carport that is registered with the Deeds Office as an exclusive use area with the particular lodge.
Lodge	The building that is erected on the premises of a Sectional Title unit.
Occupant	The private persons that uses a lodge.
Owner	The owner of a Sectional Title Unit that is registered at the Deeds Office.
Sectional Title Unit	A portion of Silonque estate with a lodge and the exclusive use area adjacent that particular lodge that is registered in the Deeds Office in the name of the owner.

Article 2. Objective of the Body Corporate

The objective of the Body Corporate is to promote, advance and protect the communal interest of owners and occupiers of the Sectional Title Units (the lodges and the Commercial Area) and the Common Property; to administer, control, manage and regulate the affairs of the Estate as well as for the benefit, use and enjoyment of the Sectional Title owners and occupiers.

These Rules have been made in terms of the legal regulations of the Body Corporate. They are binding on all occupants of the Estate. The owner is responsible to the Body Corporate for any breach of these Rules by an occupant.

Article 3. Use of the Sectional Title Units

The Common Property is subject to a right of use by all owners and occupants in terms of these Rules. The owner and/or the occupant of a Sectional Title Unit will have access to the facilities of the Commercial Area and such further rules laid down including payment of charges levied by the Owner of the Commercial Area from time to time.

Article 4. Category One Rules

1. No fences may be erected between the various Sectional Title Units, around exclusive use areas, lodges or carports.
2. An owner of a Sectional Title Unit may not alienate a Sectional Title Unit or any undivided share therein, without the prior written consent of the Body Corporate. The Body Corporate is obliged to give such consent, provided the transferee complies with the provision of the Articles of Association of the Body Corporate.
3. Notwithstanding any law, no further subdivision in respect of a Sectional Title Unit is permitted.
4. Reciprocal traverse rights are granted to owners and occupants over all the Common property and those areas of the Sectional Title Units outside the relevant lodge and exclusive use area, in terms of the Rules.
5. No alienation of the Sectional Title Unit is permitted, unless the Service Charge is paid up to date.
6. The Owner and the occupants shall comply with the conditions of the Sectional Title act and the “Resort Rights” granted to the Estate.

The rules of this Body Corporate may not be amended or repealed.

Article 5. Category two rules

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

1. The Improvements on a Private Lodge Subdivision may not provide for any “Separate” servant’s accommodation.
2. The Member may not make any improvements or alterations to his/her Lodge, subdivision or to the Estate, or demolish any part of any improvement on his/her Lodge Subdivision, without the prior written consent of the Body Corporate and in compliance with the Articles of Association of the Land Owners’ Association.
3. A maximum of 2 [two] vehicles shall be parked on a permanent basis by a member at a Lodge at any one time.

Article 6. Roads

1. All roads within the estate are for the movement of occupants, whether by foot, or vehicular means, both of which must be approved by the Body Corporate.
2. Roads within the Estate include; thoroughfare roads, private roads, foot paths. Private vehicles may only be used on thoroughfare and private roads, and not on foot paths anywhere off a private or thoroughfare road. If this Rule is breached, it causes untold damage to the Estate and to the natural bush. And the cost of repair is for all Members.

3. The speed limit is 20 Km per hour, save in an emergency.
4. A Member may not:
 - 4.1. Make any roads on the Estate; or
 - 4.2. Use a motor cycle or similar vehicle on the Estate.

Article 7. Good neighbours

1. No business activity shall be conducted on a Lodge Subdivision or in the Lodge. No activity (including hobbies) is permitted which will cause aggravation or nuisance to fellow Members, or which interferes with the tranquil nature of the Estate, without the prior written consent of the Body Corporate.
2. The volume of music, electronic instruments, entertainment or activity of domestic employees, should be at such level as not to cause a nuisance or disturbance to any other members or wildlife on the Estate.
3. The use of power tools is not permitted without the prior written consent of the trustees and then only within the following hours: 09h00 to 18h00, Monday to Friday.
4. No washing may be hung in or around the Lodge. All washing must be hung at places allocated by the Land Owners' Association.
5. Refuse must be properly sorted and collected in terms of a system devised and determined by the Body Corporate from time to time.

Article 8. Lodge subdivision and building site

1. Every lodge Owner shall be responsible for the maintenance of the Lodge Subdivision and the area of the Building Site, only. An "optional service" [see Rule 8] in this regard is available for the benefit of Members. All other areas shall remain part of the estate over which the Body Corporate and its Members have a right to traverse.
2. Trailers, all garden equipment, storage, buildings and non-permanent structures and the like, including equipment, tools, vehicle engines and parts must be stored at places allocated by the Land Owners' Association.
3. No building waste material or garden waste may be dumped anywhere. It must be removed from the Estate immediately by the Member or in terms of the refuse removal policy of the Land Owner's Association.
4. Gardens may be created from indigenous flora only and then only within the Building Site. The Body Corporate has the right at any time to restrict the creation of gardens, should the Body Corporate be of the opinion that they are not in keeping with the flora of the Estate. No non-indigenous, noxious or prohibited flora shall be planted anywhere on the Estate.
5. No poisonous chemicals may be discharged anywhere on the Estate.
6. No Swimming pools may be erected on the Lodge Subdivisions, except with the prior written consent of the Land Owners' Association.

Article 9. Use of the estate

1. Members shall have the right of access over the Estate, for the purposes of walking and game viewing. A Member shall not interfere with any flora or fauna on the Estate.
2. Animals shall, at all times, have the “right of way” within the Estate.
3. No domestic animals or birds, including dogs and cats are permitted on the Estate.

Article 10. Wild game safety and access

1. The Estate adjoins the Kruger National Park.
2. Wild, dangerous animals, including predators, roam on the Estate. Amongst others, lions, hyenas, leopards, elephants and rhinoceroses.
3. An owner is aware of the above.
4. An owner indemnifies:
 - The Land Owners Association;
 - The Owner of the Commercial Area;
 - The Managing Agent;against any claim which may be made against any of the foregoing, arising from, or connected to, or as a result of any damage suffered by a Member, arising from his/her use of the Estate or any facility on the Estate, or arising from his/her being on the Estate.
5. An owner shall not in any way, interfere with or approach any animal on the Estate.
6. An owner shall follow the Rules as may be laid down by the Land Owners’ Association, or such regulations laid down by the Owner of the Commercial Area. This includes;
 - Do not tease animals
 - Do not approach animals
 - When you see an animal, leave as soon and quietly as possible.

If you engage in any activity on the Estate, your safety is of paramount importance. Thus, if any animal, and we emphasize, any animal is likely to interfere with your activity, leave immediately, and abandon your activity.

If these sound like childish, well-worn admonitions, be warned. All wild animals are dangerous. And they can kill or maim you.

A member acknowledges being aware that it is particularly dangerous to stray from thoroughfare roads and that walking anywhere on the estate at twilight, dusk, or at night time, is particularly dangerous. So be aware and careful!

Silonque Bush Estate is a Private Estate. Consequently only Members, their guests, and guests of the Commercial Area, are entitled to be on the Estate. In order to preserve such privacy, a Member undertakes to abide by the requirements relating to his/her admission to the Estate.

Article 11. Building site

1. A Member acknowledges being aware of the provisions of the Articles of Association of the Land Owners' Association. These include those provisions which relate to the erection of the Improvements and alterations on the Building Site, and the sub divisional Consent.
2. In summary, the provisions of the Articles of Association of the Land Owners Association provide in this regard as follows:
 - 2.1. The Improvements shall only be erected within a 20 [twenty] meter radius of any direction of the relevant numbered peg, which is erected on the Lodge Subdivision and provided such radius area is within the Lodge Subdivision. Such area is the "Building Site".
 - 2.2. The Improvements shall only be erected in terms of the Articles of Association of the Body Corporate.
 - 2.3. The Improvements shall, in general, comply with the following:
 - The Improvements may consist of such residential buildings as are allowed in law.
 - The siting of the Improvements are regulated to protect the amenities of the Estate, including the Lodge Subdivisions.
 - 2.4. During the building of the improvements and thereafter the lodge subdivision must be kept clean at all times of any kind of rubbish, including empty cement bags, empty paint bins, lunch wrappers, food remains, and the like;
 - 2.5. On completion of the work, all builders' rubble and surplus material must be removed immediately;
 - 2.6. No builders' material may be offloaded on any hardened surface of any road, but only on the Building Site; and
 - 2.7. Concrete may not be mixed on any road, but only on the Building Site.

Article 12. Preservation of wildlife and the estate

In order to preserve the flora and fauna on the Estate, Members, guests or invitees shall not:

- chase, hunt, shoot, trap, fish, molest, or in any way interfere with the indigenous wild life of the Estate;
- create any disturbing noise;
- make any new foot paths or new roads;
- establish or create any feeding or drinking point for game nor feed any animals or birds on the Estate;
- provide housing to accommodate servants on the Lodge Subdivision, without the prior written consent of the Land Owner's Association;
- make any fires other than in areas specifically designated therefore;
- drive anywhere other than on a private or thoroughfare road;

- house on the Estate a caravan;
- take steps to set up camp anywhere on the Estate on a temporary or permanent basis;
- collect or take anything from the Estate, including any wood, stones, flora, fauna or the remains of fauna;
- allow any child under the age of 16 (sixteen) years on the Estate, unless accompanied by and under the supervision of an adult of 21 (twenty one) years of age or older;
- park unattended vehicles in areas other than those designated by the Body Corporate from time to time;
- subject to Rule 5.2.3, not introduce any motorised generators or power plants onto the Estate, without the prior written consent of the Body Corporate;
- introduce any motor cycles or other motorised vehicles onto the Estate, save those designated from time to time to commute directly from the Entrance of the Estate to a residence; and;
- drill any holes, including boreholes, on the Estate without the prior written consent of the Body Corporate.
- Finally, every Member, guest or invitee shall prevent veld fires and avoid the creating of fire hazards;

Article 13. Lodges

1. A Member shall maintain the exterior of the Lodge and the improvements thereof, including the paint work, thatching, piping and windows, in a good and sound condition to the satisfaction of the Body Corporate. Should a Member not comply with this rule, the Body Corporate shall be entitled, but not obliged to take such steps as may be necessary to effect such repairs at the cost of the Member. Such cost shall be deemed to be part of the Service Charge.
2. A Member may only erect signage indicating his/her improvements or access to his/her Improvements, with the prior written consent of the Body Corporate. All such signage shall be substantially the same for all Members.
3. A Member may not fence his/her Building Site or Lodge Subdivision.

Article 14. Traverse – farm and common area

1. A Member acknowledges that as a Member of the Estate, including as Owner of a lodge Subdivision, he/she has traverse rights over both the Common Area and the farm.
2. A Member shall not exercise his/her traverse rights over either the Common Area or the Farm unless he/she complies with the Rules made by the Body Corporate in respect thereof from time to time.
3. The initial Rules are:
 - 3.1. In respect of the common area;
No traversing at any time after dark and at night time is permitted without being

accompanied by an authorised person at a charge determined by the Land Owners Association; and no traversing at any time shall take place unless a Member is accompanied by at least one other person.

3.2. In respect of the Farm;

If a Member wishes to traverse the Farm he/she shall make a booking with the Body Corporate or the Managing Agent. Members shall pay such charge as is levied from time to time by the Body Corporate. Access to the Farm is not permitted without complying with the aforesaid and without being accompanied by a representative of the Body Corporate or Managing Agent.

Article 15. General

Without affecting the generality of the foregoing Rules, Members are required to:

1. Respect the off-duty hours of staff in the employ of the Estate;
2. Keep the volume of audio and tv equipment to acceptable limits;
3. Advise the management of any unusual sighting, including injured animals, trespassers, potential poachers and the like;
4. Switch off gas, water supplies, electric lights when departing;
5. Control fires carefully and do not leave fires burning when leaving a lodge and;
6. Insist on guests and authorised users acquainting themselves with and obeying the Rules.

Article 16. Optional Services

1. The Trustees are authorised to cause the Land Owners' Association to render further services to Members from time to time and to establish a charge list in respect thereof [the "Optional Services"]. Charges for the Optional Services shall be market related.
2. The Trustees have the right and power to subcontract or outsource the Optional services.
3. The Optional Services can include:
 - 3.1. The maintenance and the improvements on a Lodge Subdivision both inside and outside;
 - 3.2. The provision of servants on a temporary or permanent basis;
 - 3.3. The provision of firewood and charcoal;
 - 3.4. The management of a laundry and the rendering of a laundry service;
 - 3.5. The gardening and cleaning of Building Sites on the Lodge Subdivisions;
 - 3.6. The cleaning of windows; refuse removal; maintenance of personal vehicles, water installations, air conditioners, water and/or solar installations, electrical installations and any other installation or equipment on the Lodge subdivision;
 - 3.7. The provision of a cleaning service before and after visits to the Improvements; and
 - 3.8. The regular airing of the Improvements and pest control, as The Trustees may determine, or, as may be required by law.

Article 17. Administration

1. All Service Charges are due and payable in advance to the Body Corporate on the first time to time by the Body Corporate. A further penalty shall be raised on accounts in excess of 60 days. Such penalty shall also attract the interest charge.
2. The Body Corporate through its Trustees and its regulatory process may vary, amend, add to or repeal any Rule from time to time as deemed necessary for the benefit of all members and in the interest of sound management practices.
3. The Body Corporate through its Trustees shall have the right to fine transgressors of any rules in relation to its seriousness. Such fine shall be deemed as part of the service charge and recovered via the service charge. As such the Members are responsible for ensuring that their families, tenants, visitors, friends, invitees and their employees abide by and respect these Rules.
4. Harmonious living within the Estate is only possible when the Members use and enjoy their Lodges with due regard to other Members and persons. In terms of the Articles of Association of the Land Owner's Association, it has the power to make these Rules.
5. There are 3 (three) "categories" of Rules:
 - 5.1. Category One: Those made by the Trustees from time to time, which the Trustees may add to, amend, repeal or substitute;
 - 5.2. Category Two: Those contained in the Articles of Association, which may only be added to, amended, repealed or substituted by special resolution of the Members; and
 - 5.3. Category Three: Those contained in the Articles of Association, which may not be amended or repealed.

Annex I

The words defined in the Memorandum and Articles of Association of the Body Corporate include the following which are used in these Rules

- Building Site;
- Commercial Area
- Common Area
- Estate
- Farm
- Improvements (being the Lodge)
- Land Owner's Association
- Lodge Subdivision
- Managing Agent
- Member
- Optional Services
- Private Road
- Service Charges
- Sub divisional Consent
- Thoroughfare Road
- Trustees