

MEYERSDAL  
Nature Estate



GUIDELINES FOR RESIDENTS AND CONDUCT RULES

This document must be consulted prior to commencing the design of any property improvements or building proposals.

# MEYERSDAL NATURE ESTATE

Nestled in the Klipriviersberg in Meyersdal lies the Meyersdal Nature Estate – an environmental paradise, which includes spacious unspoilt areas of vegetation with Kiepersol trees and one man-made dam. The Nature Estate creates a lifestyle that will enhance the relationship between man and nature, while preserving and protecting endangered plant species. Of 215 hectares of wide open space, only 55 hectares will be developed. The rest will remain natural. The development will ensure the protection of existing fauna and flora, bringing back indigenous species which have been lost to this area, such as buck and smaller wildlife. Red data species (referring to endangered plant and insect life) will be afforded particular protection. The architectural guidelines will ensure that the dwellings blend into the surroundings and reflect the splendour and natural beauty of the site. All of this will be in a secure and safe environment enclosed with palisade fencing and 24-hour controlled access to allow residents to embrace a lifestyle that is in harmony with nature.

**Trendsetting lifestyle estate introducing a unique concept in living!**



# MEYERSDAL NATURE ESTATE

These Architectural and Aesthetic Guidelines and conduct rules for residents, including the Articles of Association and Memorandum of Association, will be issued by the Developer to each registered owner. The first issue is free. Additional copies of this handbook may be obtained from the Developer's offices on payment of a fee.

**IT IS IMPORTANT, FOR A BASIC UNDERSTANDING OF THE OPERATION OF THE ESTATE, THAT EVERY OWNER IS THOROUGHLY FAMILIAR WITH ALL THE INFORMATION CONTAINED IN THIS BOOK.**

The purchaser undertakes to comply with the contents of this document in its entirety:

\_\_\_\_\_  
**Purchaser**

\_\_\_\_\_  
**Date**

**Signed at** \_\_\_\_\_

\_\_\_\_\_  
**Witness 1**

\_\_\_\_\_  
**Witness 2**

I hereby understand the rules and conditions of the Meyersdal Nature Estate Homeowners' Association ("MNEHOA") and confirm that I will submit plans to the Estate Architect for approval within three years from the date of the registration of the property.

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# ARCHITECTURAL AND AESTHETIC GUIDELINES

## Meyersdal Nature Estate Extensions 8 to 12

### Homeowners' Association ("MNEHOA")

The Architectural and Aesthetic Committee was formed to ensure high quality standards for all building activities in the Meyersdal Nature Estate Extensions 8 to 12. The Committee consists of the following portfolios and current members:

1. Trustee appointed by the Developer;
2. Estate Manager; and
3. Estate Architect – AA Papageorgiou Architects.

The functioning of the Committee is to be co-ordinated by the Estate Architect. The Committee has the maintenance of the living standard of the whole estate community as its objective, including the overall master plan for the entire estate, the design of the open spaces, the design and maintenance of the pedestrian routes and green belts, the approval and monitoring of construction of all Residential One dwellings and the design and maintenance of the streetscape.

Should the need arise, the Committee may consult a town planner and/or landscape architect on an ad hoc basis. Other consultants may be employed as and when their services are required. Should contact with these experts be required, the contact will be co-ordinated through the Estate Architect. For contact details of the relevant experts you may also contact the Estate Architect.

### CRITERIA PERTAINING TO DWELLINGS TO BE CONSTRUCTED ON ALL RESIDENTIAL ONE STANDS

The architectural style of the proposed house structure will be considered in relation to that of houses on other stands, as well as the aesthetic appearance and the proposed positioning of the building, the conditions in the Environmental Management Plan and Record of Decision and any other factors, as the Committee, in its sole discretion, may deem suitable.

#### 1. THE APPROVAL PROCESS

The procedure to be followed for the approval of building plans is outlined below:

As per the Articles of Association (Article 25.1), no building plans submitted for approval by the MNEHOA Aesthetic Committee will be accepted and/or processed unless payment of levies by the member is fully up to date.

##### 1.1 Stage 1

Site development plans and sketches of both the proposed floor plans and the elevations of buildings shall be submitted to the Committee for its consideration of the conceptual design principles at its regular meeting.

The Stage 1 plans shall be accompanied by the scrutiny fee of **R2 000,00** payable to the *Homeowners' Association* and by a **certificate from the architect**, who prepared the plans, confirming that the plans comply with these architectural guidelines.

## 1.2 Stage 2

Detailed design drawings shall be prepared in compliance with the conditions of approval issued by the Committee in respect of Stage 1 plans. These Stage 2 drawings shall also be submitted to the Committee for its consideration. Where alterations or amendments are required, these too shall be shown on revised drawings.

*Note: Stage 1 and 2 submissions could be undertaken in one step.*

## 1.3 Stage 3

After the Committee has approved the detailed drawings, the appointed architect shall submit the approved drawings, together with the prescribed plan fees and services connection fees (as applicable for water and sewerage) to the Local Authority for its consideration. Plans are to be submitted with all the required documentation, including engineering certificate(s), detailed working drawings of the foundations, roof structures, etc. No plans should be submitted to the Local Council without prior approval by the Committee. The local authority may refuse to accept plans submitted for approval without the necessary stamped approval of the Committee.

## 1.4 Commencement of construction

On receipt of the local authority's approval of the building plans, applicants may proceed with the construction of the building in accordance with the building regulations and the approved building plans. The building contractor's data form/application for accreditation must be completed and the building contractor has to be issued with, and sign for acceptance of a copy of the Environmental Management Plan, Record of Decision and the Building Control Rules, PRIOR to commencement of any building activities.

## 2. THE SIDEWALK DEPOSIT

A refundable "Sidewalk deposit" of **R3 000,00** shall be paid by each applicant to the Committee upon submission of his Stage 2 drawings to cover the costs of reinstating sidewalks where the owner or the building contractor fail to comply to the satisfaction of the MNEHOA with the following:

- 2.1 Replanting of grass or trees damaged through building activities.
- 2.2 Removal of rubble or rubbish left on the sidewalks or adjoining erven.
- 2.3 Repairs to any damaged street furniture: streetlights, litter bins, benches, etc.
- 2.4 Repairs to any damaged Eskom/Telkom boxes or any manhole covers.
- 2.5 Repairs to any damaged kerbs or storm water drains on the street side.
- 2.6 Repairs to any damaged paving and removal of concrete spilt on paved or road surfaces.
- 2.7 Repairs to damaged water irrigation pipes or sprinklers.
- 2.8 Repairs to any cable or pipes damaged during any excavation activities.
- 2.9 Completion of buildings in accordance with approved building plans.
- 2.10 Completion of plaster and paint to both sides of erf boundary walls.
- 2.11 Removal of all signboards.

The deposit, or unutilised portion thereof, will be refunded to the applicant, on request, on completion of the building activities, and after receipt by the MNEHOA of a certificate from the architect or person who prepared the plans, confirming that the house "as built" is in accordance with the plans approved by the

Committee – Meyersdal Nature Estate. If expenses are to be incurred to accomplish the abovementioned 2.1 to 2.11, it would first be communicated with the owner and, in that event only, the balance of the deposit will be refunded on final inspection by the Estate Architect of the completed repairs of any damages, and after the final clearing of the stand, sidewalk and surrounding properties has been inspected.

### **3. COPIES REQUIRED**

Two copies of the sketch plan drawings (Stage 1) and three copies of the working drawings (Stage 2) shall be submitted to the Committee. One copy will be retained by the Committee for its records, and the other one or two returned with a stamped approval and/or comments to the applicant for submission to the Local Authority.

### **4. INFORMATION TO BE PROVIDED ON DRAWINGS SUBMITTED FOR STAGE 1 AND 2 APPROVALS**

#### **4.1 Site Development Plan**

- 4.1.1 Parking areas (visitors', open and covered parking). Parking for a minimum of two vehicles must be provided, not intruding onto the road reserve, not on the pavement and excluding garages.
- 4.1.2 Open spaces (eg laundry yards, private gardens and landscaped areas).
- 4.1.3 Any existing trees (indicate which are to be retained).
- 4.1.4 Positioning of all buildings (different buildings must be easily identifiable).
- 4.1.5 Contours showing natural ground level prior to any excavation or earth moving on the erf.
- 4.1.6 Building lines, servitudes and other restrictions.
- 4.1.7 Storm water management.
- 4.1.8 Permitted coverage (50%).
- 4.1.9 Actual coverage.
- 4.1.10 Cadastral information (ie boundary dimensions, north point, etc).
- 4.1.11 Dimensions to the nearest buildings on adjacent erven (if applicable).
- 4.1.12 Proposed floor levels, ground contours and number of storeys.
- 4.1.13 The erf numbers of the erven adjacent to the property, as well as adjacent street names.
- 4.1.14 Trees that are to be removed – for large trees approval must first be obtained from the Landscape Architect.
- 4.1.15 Any additional relevant information.
- 4.1.16 Swimming pool backwash management.

#### **4.2 Elevations**

Drawings clearly showing the proposed elevations of both the main and outbuildings shall be provided. The elevations shall give a clear indication of exterior treatments of buildings, the materials to be used and the contours of roofs and walls, including all perimeter walling/ fencing.

### **4.3 Floor plans**

Floor plans shall be provided and shall indicate the proposed use of each room.

### **4.4 Size of plans for submission**

As it is impractical to file large-sized plans, all sketch and development plans shall be submitted on a maximum of A1 size paper to a 1:100 scale. All small-scale locality site plans shall be to a 1:500 scale.

## **5. TOWN-PLANNING CONTROLS**

### **5.1 General**

The restrictions set out below are in addition to any restrictions imposed by the conditions of title, town-planning schemes or national or any other building regulation. Notwithstanding that any plans or improvements may comply with any such restrictions imposed by third parties, the approval of any plans of improvements within MNE, shall be at the sole discretion of the Committee. Similarly, compliance with restrictions imposed by the Committee shall under no circumstances absolve the homeowner/applicant from the need to comply with the restrictions imposed by third parties, nor shall the Committee approval be construed as permitting any contravention of restrictions imposed by any authority having legal jurisdiction.

### **5.2 Density**

The number of dwellings that may be erected on a stand shall not exceed the maximum density permitted in terms of the town-planning scheme. For all zoned Residential One stands, the maximum is one dwelling per stand.

### **5.3 Minimum dwelling size (Residential One erven only)**

A minimum total floor area (including garages and outbuildings) of 180m<sup>2</sup> is applicable to all dwellings on Residential One erven in the Meyersdal Nature Estate.

### **5.4 Coverage**

The maximum coverage will differ for single and double storey dwellings.

#### *5.4.1 Single storey dwellings*

The maximum coverage as per the town-planning scheme of the Local Council is determined at 50% (FIFTY PERCENT). This is applicable for all Residential One stands with the objective of limiting the obstruction of the view for all homeowners and to encourage more park area.

#### *5.4.2 Double storey dwellings*

The ground floor coverage of a double storey dwelling shall not exceed 50% (FIFTY PERCENT) of the area of the stand, and the upper storey shall not exceed 70% (SEVENTY PERCENT) of the actual built area of the ground floor. Basements are not to exceed 100m<sup>2</sup> in total.

### **5.5 Height restriction**

No double storey dwellings shall be higher than 10m from Natural Ground Level (“NGL”), the primary consideration of which will be to safeguard the privacy of residents on adjacent stands. Not more than two storeys shall be erected vertically above each other, nor shall the height of any part of the structure exceed 10 (TEN) meters above the NGL vertically below that point.

## **5.6 Building lines**

No structures shall be erected within the building lines imposed.

Double storeys – 5m on street  
3m on remaining boundaries

Single storeys – 5m on street  
2m on remaining boundaries

## **5.7 Time limits for construction**

The construction of improvements should begin within 3 (THREE) years from the date of registration of transfer of ownership. In order to reduce inconvenience to neighbours and unsightliness, construction should proceed without lengthy interruptions, and should in any event be completed within twelve months from commencement. If construction will exceed a period of twelve months, written approval must be obtained from the MNEHOA. In terms of article 24.12 dwellings must be completed within 4 (FOUR) years of the date of the purchaser having taken transfer of the erf from the developer. Subsequent owners (resales) are also bound by this requirement.

# **6. SERVICES**

## **6.1 Water**

Water for household use is supplied by the Local Council. All proclaimed Residential One stands are serviced for water supply. Application has to be made for a water connection on every individual stand (normally done when submitting building plans) at the water department at the Local Council. The Council will (after application and payment of the prescribed fee) install a water meter on each erf.

## **6.2 Sewerage**

The sewerage connections are all supplied by the Local Council as a municipal service. All proclaimed Residential One stands are already serviced and, should you wish to get the sewerage connection point pointed out to you, you may contact the Estate Architect.

## **6.3 Electricity**

All homeowners must enter into an individual contract with the Local Authority for supply of electricity. The contract must be completed at the Local Authority and a consumption deposit and connection fee is payable. After installation of meters and authorisation of the connection, a temporary builder's power supply outlet with earth leakage can be installed for use during construction.

## **6.4 Telephone**

All applications for household telephones are to be submitted directly to Telkom. To facilitate timely installation, it is suggested that all applications are made long in advance. All homeowners are reminded that a conduit must be installed from the square Telkom manhole closest to the stand to the outside of the house, an isolator box installation on the outside wall at the point of entry into the building is suggested and, into the house, to the point where the connection is required. Boxes should be installed for each telephone point required, the same as for electrical plug points. Blanking plates over these will be changed by Telkom on installation to accommodate the telephone jacks. Under no circumstances can the developer be held liable if telephone services are not available or cannot be timeously supplied by Telkom.

## 7. TREATMENT OF BOUNDARIES

### 7.1 Treatment of the street boundaries

Although it is appreciated that the diverse nature of single residential neighbourhoods lead to a varied treatment of street boundaries, every effort should be made to avoid the hostile “canyon-like” effect that high solid walls along streets cause in many residential areas.

In order to enhance the appearance of sidewalks, the streetscape and the Estate generally, the following guidelines will apply:

- 7.1.1 Ideally, no walling whatsoever should be erected along the boundary between stands and the road reserve (create a “park” effect and not a city suburb).
- 7.1.2 If boundary walling is essential on the street frontage, for example, to safeguard small children or pets, then the use of good quality steel palisade combined with brick work or trellis fencing is preferred to solid brick walls.
- 7.1.3 If solid walling is required to enhance the privacy of certain parts of the property, for example, to screen the swimming pool from the street, such walling should be as low as possible, and should not extend for more than 50% (FIFTY PERCENT) of its length as a continuous line parallel to the street boundary. If solid walling is unavoidable, a stepped-back or articulated wall is considered less detrimental to the streetscape.
- 7.1.4 In order to provide parking space for cars and for visitors’ parking, garages fronting directly onto the street should be set back a minimum of 5 (FIVE) meters from the stand boundary. (This, with the road reserve, will allow two cars to park in front of the garage, without extending beyond the road kerb, or parking on the sidewalk). Additional visitors’ parking alongside the garage or elsewhere should be shown in instances of garages within the five metre building line.

### 7.2 Treatment of boundaries of erven bordering the nature area and screen walls

- 7.2.1 Screen walls must be constructed around private areas, ie washing lines and refuse collection areas, to screen from view from the street or from neighbouring properties.
- 7.2.2 The restrictions imposed by the Environmental Management Plan and Record of Decision for fencing to the nature area erf boundaries will be strictly enforced.

## 8. PROHIBITED BUILDING MATERIALS

The following will be prohibited:

- 8.1 Unpainted plaster or un-plastered stock brick walls.
- 8.2 Unpainted or reflective metal sheeting.
- 8.3 Reflective materials.
- 8.4 Pre-cast concrete walls.
- 8.5 Razor wire, security spikes or similar features.
- 8.6 Lean-to’s and temporary car ports (shade cloth).
- 8.7 Shadeports or any shade netting to patios.

The written approval of the Committee should be obtained for the use of any building material (or methods) other than conventional bricks and mortar.

## 9. MISCELLANEOUS ARCHITECTURAL GUIDELINES

- 9.1 The aesthetics of the design of parapets, fascias, capping eaves, roof trim, guttering and roofing materials in general will be considered.
- 9.2 All external finishes and colours should be specified, and the colour samples will be requested. The use of earthy colours in the entire Estate will be enforced. The use of natural stone is also encouraged.
- 9.3 Awnings and other items that do not form part of the basic structure should be clearly shown and annotated.
- 9.4 Solar heating panels, if used, should be incorporated into the buildings to form part of the basic structure and should be clearly shown and annotated.
- 9.5 Outbuildings and additions should match the original design and style, both in elevation and in material usage.
- 9.6 Access to staff accommodation and kitchens must be from a screened courtyard or patio.
- 9.7 Yard walls and screen walls should complement the basic materials of the buildings.
- 9.8 No staff accommodation should be nearer to the street than the main dwelling unless contained under the same roof or integrated into the total design.
- 9.9 The privacy of surrounding properties should be considered. As a general rule, no windows or balconies on the upper storey should overlook the “living space”, for example, the swimming pool or patio, of adjacent dwellings.
- 9.10 Careful consideration should be given to plinth heights – houses to be designed to follow the contours of the land.
- 9.11 Excavations for terraces, retaining walls, etc, should not to exceed 1,5m. “Loffelstein” earth retaining blocks should be planted immediately after completion of construction.
- 9.12 All retaining walls should be clearly shown on the plan.
- 9.13 Roofs are to be pitched with wide eaves and external walls to be plastered and painted or a mixture of plaster and face brick are to be used. All external finishes are required to be of a low light reflectance value (“LRV”).
- 9.14 External door frames are to be hardwood or aluminium, and balustrades are to be hardwood, wrought iron or glass and aluminium.
- 9.15 The use of hardwood or aluminium window frames (in lieu of standard steel) will be strongly encouraged.
- 9.16 No wendy houses/toolsheds or lapas may be erected without permission.
- 9.17 Caravans, trailers, boats, equipment, tools, engines and vehicle parts must be screened from neighbouring properties and streets.
- 9.18 No solar panels or geysers are to be visible from the street.
- 9.19 No external burglar bars, including “Spanish” type burglar proofing, will be allowed.

## 10. LANDSCAPING

All landscaping is subject to the requirements and conditions in the Environmental Management Plan and Record of Decision. No exotic flora, including kikuyu grass, may be planted anywhere within the Estate.

## 11. PAVING

No unpainted concrete or two concrete strips will be allowed as driveways.

## 12. CONTROL OF BUILDING ACTIVITIES

All building activities are to be conducted in accordance with the Rules of Conduct for Contractors, Sub-Contractors and Suppliers operating within MNE and all conditions contained in the Environmental Management Plan and Record of Decision.

### 12.1 Introduction

The MNEHOA is the legally constituted representative of all owners of land in MNE and will be incorporated to represent the rights of homeowners and to protect the interest of all landowners and the Estate as a whole. The Rules of Conduct referred to above were adopted to ensure this.

### 12.2 Legal status

The rules governing building activities, referred to above, are rules adopted by the MNEHOA and Committee and are therefore binding on all homeowners in terms of the articles of association of the MNEHOA. Furthermore, each homeowner is obliged to ensure that his building contractor and all his sub-contractors are made aware of the rules and complies with them. The rules in their entirety, therefore, form part of any building contract entered into in respect of any property in MNE. The MNEHOA and the Committee have the right to suspend any building activity in contravention of any of the rules and accept no liability whatsoever for any losses sustained by a homeowner as a result thereof.

### 12.3 Building rules

- 12.3.1* All building activities have to comply with the conditions contained in the Environmental Management Plan and Record of Decision.
- 12.3.2* All building has to be approved by the Local Authority, as required from time to time.
- 12.3.3* All building activities and access to the estate will be in accordance with the Rules of Conduct for Contractors, Sub-Contractors and Suppliers operating within MNE.
- 12.3.4* No littering by any contractors or their staff, or any sub-contractors or their staff on the Estate will be permitted.
- 12.3.5* If any contractor, sub-contractor or supplier fails to follow these rules, their activities on the Estate may be suspended and/or access to the Estate may be denied.
- 12.3.6* Any damage caused to any property on the Estate by any contractor, sub-contractor or supplier will be repaired to the satisfaction of the owners, the MNEHOA, the developer or the Local Authority. Failure to comply with instructions for repairs to be effected could lead to suspension of activities and/or denial of access to the Estate, and/or civil litigations for damages.
- 12.3.7* The MNEHOA and Committee reserve the right to institute further controls in respect of any building activities or supply of any products or services on the Estate, if they deem further controls necessary. These further controls will be in the form of written notification and these additional controls will also be binding on all contractors, sub-contractors and suppliers operating in MNE. Non-compliance will also result in suspension of activities and/or denial of access to the Estate.
- 12.3.8* Security staff may also impose penalties on contractors breaking the rules or committing other forms of transgression on the Estate. Failure to pay these penalties will result in denied access.

# **RULES OF CONDUCT FOR CONTRACTORS, SUB-CONTRACTORS AND SUPPLIERS OPERATING WITHIN THE MNE**

The Estate, as an upmarket secured residential Estate, has unique qualities and in order to maintain the aesthetics, standards, general appearance and security arrangements on the Estate, the following will apply:

## **1. RESPONSIBILITY**

The owner is responsible for his main contractor and all sub-contractors, as well as their suppliers delivering to site. The owner will be liable for the repair of any damage to kerbs, roads, street lights, distribution boxes, plants, irrigation and/or damage to private property on the Estate caused by the contractor, the contractor's employees, sub-contractors employed by the contractor or delivery vehicles delivering materials to the owner's property. The owner is also responsible to ensure strict compliance to conditions and restrictions contained in the Environmental Management Plan and Record of Decision relating to the construction phase.

## **2. ACCREDITATION**

Only accredited builders will be allowed on the Estate. In order to become accredited, builders will be required to:

- Satisfy the Trustees of the MNEHOA that their workmanship is of a high standard;
- Submit satisfactory proof that they are registered with the NHBRC; and
- Conclude an accreditation agreement with the MNEHOA.

## **3. DISCIPLINE AND CONTROL OF LABOUR**

- 3.1** A contractor is responsible, at all times, for the discipline and control of any supplier, labourer or sub-contract labourers on the building site. The contractor shall undertake to ensure that any such supplier, sub-contractor or labourer fully appreciates and understands both the provisions of these Rules of Conduct and any further rules and regulations that the Trustees of the MNEHOA may impose from time to time.
- 3.2** The contractor is responsible, at all times, to ensure that all suppliers, labourers and sub-contractors on site are aware of the conditions and restrictions contained in the Environmental Management Plan and that they will be enforced without compromise.
- 3.3** The contractor and owner shall acknowledge and undertake to adhere to the architectural, building or other rules, as formulated by the Trustees of the MNEHOA from time to time, or incorporated in these rules or any further controls or instructions which may be implemented by the Trustees of the MNEHOA, from time to time.
- 3.4** No night watchmen will be permitted on the Meyersdal Nature Estate. Contractors must provide a designated lock-up shed or storage area on building sites for any materials or equipment.
- 3.5** All contractors and sub-contractors are obliged to transport all their employees from the respective entrance gates to construction sites and to the relevant exit gate on completion of shift. Any contractor's employees found on the Estate, other than at the relevant construction site, will be removed. All contractors' employees are to exit the Estate by 18:00.

## 4 BUILDING SITE REQUIREMENTS

Prior to and at all times during construction, a contractor shall:

- 4.1 have a copy of the working drawings and plans of the construction, as approved by the Committee of the MNEHOA and the Local Authority, in the contractor's possession, which plans must be available at the building site for inspection by an authorised representative of the MNEHOA during normal working hours;
- 4.2 ensure that a responsible person is appointed on all construction sites;
- 4.3 prior to the commencement of the construction, provide written proof to the Committee of the MNEHOA that the water connection has been made by the Ekurhuleni Metropolitan Municipality. A standpipe and tap is to be installed and any leaks are to be repaired immediately;
- 4.4 ensure that the site is neat and free of any litter or other unsightly waste or rubble material at all times;
- 4.5 ensure that roads are kept free of mud, soil, building materials and excessive water. The mixing of mortar, concrete and/or any other building materials on road surfaces is strictly prohibited;
- 4.6 provide prior to the commencement of construction, suitable and fully operational water-borne toilets, or regularly serviced chemical toilets on the site and ensure that the toilet is maintained in a neat, hygienic and working condition at all times;
- 4.7 ensure that the delivery of any material from any supplier takes place during the times prescribed by the MNEHOA;
- 4.8 not store any building material, rubble or soil on any adjacent property, unless the contractor has obtained the prior written consent of the owner of such adjacent property and a copy thereof has been delivered to the MNEHOA. All rubble shall be removed from the Estate and under no circumstances may it be burned or disposed of on site;
- 4.9 erect a contractor's board on site, which complies to specifications issued by the MNEHOA, which board shall display the name and telephone number of the contractor, but no advertising of any kind, ie For Sale, To Let, etc;
- 4.10 only enter the Estate during the following times:

Monday to Friday	06:30 – 17:00;
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- 4.11 only operate construction equipment during the following times:

Monday to Friday	08:00 – 17:00
Saturday	No work permitted without written consent
Sundays and public holidays	No work permitted
BIFSA December break	No work permitted;
- 4.12 all personnel to be off the Estate by 18:00;
- 4.13 ensure that construction is completed within twelve months of the commencement date;
- 4.14 fully comply with Rand Water's conditions and restrictions regarding their servitude if the erf adjoins the servitude area; and
- 4.15 fully comply with all the conditions, rules and operational methods prescribed in the Environmental Management Plan and Record of Decision.

## 5. VARIATION OF APPROVED BUILDING PLANS

The parties acknowledge that the MNEHOA will enforce compliance with the Architectural Guidelines and any other instructions and regulations in respect of the construction of any works on the Estate. Should the contractor receive instructions from the architect or the owner to deviate from the plans approved by the MNEHOA, the contractor shall be obliged to immediately advise the Estate Architect in writing, and further orally, of the nature and detail of the deviation so as to permit the MNEHOA the opportunity to consider the deviation or the deviation plan in the light of the MNEHOA's requirements. The contractor shall not commence construction of any deviation in the works until the MNEHOA has consented thereto in writing or until a revised deviation plan is approved by the MNEHOA in writing.

## 6. ACCESS CONTROL

- 6.1** The parties acknowledge that the control of access to and from the Estate is critical to the proper functioning of the security arrangements on the Estate. In the event that the MNEHOA's rules and regulations in regard to access and security are not being adhered to by the contractor and after the contractor has received written notice to rectify its failure to adhere to the Rules, the MNEHOA shall be entitled to refuse the contractor, its sub-contractors, employees or invitees access to the Estate.
- 6.2** The access control arrangements may be varied at the sole discretion of the MNEHOA, from time to time, and on reasonable notice to the owner or his contractor.
- 6.3** The contractor acknowledges that he is aware that the Estate is a "Security Estate" and will at all times adhere to the security regulations and controls, and agrees to co-operate with the MNEHOA in the interest of maintaining security on the Estate.
- 6.4** The Estate security personnel may subject any vehicle or person entering or leaving the Estate to a search.
- 6.5** Any contravention of Security and Access Rules will be severely dealt with by the MNEHOA and, depending on the nature and circumstances, could lead to the suspension of building work and barring of access to the Estate.
- 6.6** The speed limit in MNE is 40 km per hour. Due care must be taken by all vehicles not to block the thoroughfare of roads. Contractors are expected to observe all road regulations, pedestrian crossings and stop signs.
- 6.7** Contractors are advised that the Estate Security works closely with and provides full co-operation to the South African Police Service Alien Control Unit. Contractors who employ persons who are not in possession of a work permit could face criminal charges.
- 6.8** As improvements to the security and the access controls are ongoing, these procedures will be reviewed from time to time.

# COMMUNITY PARTICIPATION RULES

## Meyersdal Nature Estate Extensions 8, 9, 10, 11, 12 Homeowners' Association

### A. GENERAL

The objective of the development of Meyersdal Nature Estate Extensions 8 to 12 by the Developer, AFROPULSE 132 (PROPRIETARY) LIMITED, (Registration number: 2006/007238/07); is the provision of a high quality lifestyle for residents, while ensuring that the sensitive environment on site is protected from degradation and the red data fauna and flora species are conserved.

1. These Rules have been established in terms of the Memorandum and Articles of Association of the Meyersdal Nature Estate Extensions 8 to 12 Homeowners' Association ("the Homeowners' Association") and shall be binding upon all occupants of the Development, as is any decision of the Trustees in interpreting these Rules.
2. The registered owners of the properties in the Development shall be responsible for ensuring that members of their families, tenants, visitors, friends and employees abide by these Rules.
3. Happy and harmonious community living is achieved when residents use and enjoy their private property and the public areas of Development in a co-operative and responsible manner, also allowing other residents likewise to use and enjoy their facilities. Consideration of all residents for each other will greatly assist in the ensurance of a happy community.
4. In the event of annoyances or complaints, the parties involved should attempt to settle the matter between themselves, exercising tolerance and consideration. Where problems cannot be resolved, the matter should be brought to the attention of the Trustees for mediation and settlement.
5. The decision of the Trustees shall be final and binding in respect of the interpretation of these Rules.
6. The Environmental Management Plan for the construction and operational phase of the Meyersdal Nature Estate and the Record of Decision, which provides directives in order to ensure that impacts on the environment are minimised during the construction and operational phase of the Nature Estate, are incorporated into these Rules and shall be binding upon all occupants in the Development.
7. These Rules may be varied or added to, if deemed necessary by the Trustees, from time to time.

### B. TRUSTEES

1. The Directors of the Association shall constitute the Trustees of the Association.
2. The Trustees shall manage the affairs of the Association.
3. The Trustees shall serve in office for a year at a time and shall be subject to a re-election at the Annual General Meeting of the Trustees.
4. The Trustees shall determine the Rules governing meetings of the Trustees.

### C. STREETS AND OPEN AREAS

1. All roads are private roads and are subject to the control of the Homeowners' Association as well as the Transvaal Road Traffic Ordinances.
2. All parks are private open spaces and are subject to use as approved by the Homeowners' Association and no disorderly conduct will be tolerated within the private open spaces.
3. All inhabitants of the Estate shall ensure that their children are under adult supervision at all times when using private roads or private open spaces and the Homeowners' Association shall not accept any responsibility for any harm of any nature to a child while in the road area or in the parks.
4. The speed limit on all private roads is 40km per hour or such other speed as may be determined by the trustees and the Homeowners' Association from time to time.
5. Due care must at all times be taken when driving a motorised vehicle. Vehicles are only permitted to drive on designated street ways and no vehicle will be permitted in any other private open space and will also not be permitted to drive or park on pavements, traffic circles or other prohibited areas.
6. Only licensed motorists will be permitted to drive or be in control of a motorised vehicle.
7. All motorists must take due cognisance of the serenity and tranquility of the Estate and must not be disruptive in their behaviour.
8. No noise pollution originating from power driven vehicles will be permitted upon the private roads in the Estate. The use of motorcycles, quads (four-wheelers) or any other vehicles with noisy exhaust systems, save for entering or exiting from the estate, shall be prohibited.
9. The Homeowners' Association is primarily responsible for the maintenance and upkeep of all sidewalks and private open spaces or parks within the Estate. This, however, does not absolve residents from their responsibility to ensure that all sidewalks and areas between the road kerb and the boundary of the individual property is maintained in an orderly manner.
10. Due to the above, no parking will be allowed on sidewalks and no motorised vehicles will be permitted on sidewalks.
11. All fences, walls and outbuildings forming part of the street front will be meticulously maintained to the satisfaction of the Homeowners' Association failing which the Homeowners' Association will attend to required maintenance at the cost of the owner.
12. No building rubble or garden refuse will be permitted on the sidewalk. All household refuse is to be sufficiently screened until the relevant collection day as arranged by the municipality. Only on this collection day will refuse bins be permitted to be left on the sidewalk for collection.
13. No resident will be permitted to remove any plants or trees from the sidewalk or to damage any lawn on the sidewalk and/or be permitted to plant any trees or shrubs in the sidewalk area that may cause an obstruction for pedestrian traffic or obscure the vision of motorists. Each resident is responsible to keep their private gardens as well as all sidewalks free of noxious plants and weeds. Should this not be done to the satisfaction of the Homeowners' Association, the relevant association will have the right to clean the garden and remove these weeds and noxious plants at the cost of the owner.

14. All owners and residents are individually and collectively responsible for the maintenance and upkeep of sidewalks and of their private properties and to ensure that all litter is removed from parks and streets.
15. All vacant stands must be kept neat and all overgrowth on these stands must be removed on a regular basis by the owner failing which the Association may do so at an extra cost of the owner.
16. No temporary structures such as wendy houses or tool sheds will be permitted on the street front and all caravans, boats, trailers, dog kennels and other pet homing or similar structures must not be permitted on the street front.
17. Should any temporary structures as set out above, be erected and the owner refuses to remove these structures, the Homeowners' Association may do so at the cost of the owner.
18. All street walling must be painted in a colour approved by the Homeowners' Association and must conform to the general appearance of the Estate.
19. All owners are responsible to keep their pets within their premises. No cats are allowed in the Estate.
20. No pets will be allowed to roam free within the Estate and should pets be found unattended upon the Estate they will be handed to the SPCA. Dogs on leashes only, will be allowed outside erven within dedicated zones.
21. No pets imposing a danger to other residents will be tolerated within the Estate.
22. Should any pet attack any person within the boundaries of the Estate or become a nuisance in the Estate, the SPCA will be contacted immediately and be requested to remove the pet.
23. No poultry, wild animals, livestock or pigeons and aviaries may be kept on the Estate and all residents are to adhere to the municipal bylaws relating to pets.
24. No resident may keep more than two dogs on their property and all pets must wear a collar with an identification tag revealing the name and telephone number of the owner of such pet.
25. Owners are to ensure that their pets are adequately taken care of and kept within the boundary of the property at all times.
26. All pet owners should have the responsibility to ensure that their pets do not cause nuisance to fellow residents.

#### **D. AMIABLE CO-HABITATION**

To ensure that residents consider each other and avoid unnecessary annoyance, the following rules will prevail:

1. No garden refuse or household refuse or refuse bags will be permitted on the pavements or in the Estate at all and refuse must be placed in the council bins on collection days and garden refuse must either be discarded by the owner or tenant themselves. Alternatively should a collection service be arranged for the garden refuse, this refuse may only be left on pavements in suitable canisters or drums for collection by the refuse removal company.
2. Should animals rip open any refuse bags (which are not permitted) it will be the resident's own responsibility to clean up the pavement and dispose of the rubble. Alternatively, the Homeowners' Association may do so at an extra charge to the resident.
3. All residents should have due consideration for each other when engaging in raucous or rowdy activities.

4. Loud music and electronic instruments should only be used with due consideration for fellow residents and at such a volume that would not cause nuisance and disturb the peace and harmony of the community.
5. Merriment and all other rowdy activities should subside by no later than midnight.
6. The use of power tools and other paraphernalia should be refrained from on Sundays and public holidays and before 08:00 and after 18:00 on every other day.
7. Washing must be suitably screened from street fronts and neighbours.
8. No circulation of flyleaves will be permitted within the Estate without the consent of the Homeowners' Association.

## **E. SECURITY**

All security measures within the Estate have been implemented to the benefit of residents, employees and invitees to the Estate. It is in the interest of all residents to adhere to these security measures to ensure the safety of our community.

1. All security measures must be adhered to at all times and all residents must uphold the security system implemented at the entrance gate.
2. All residents are to ensure that their employers, visitors, contractors, sub-contractors and invitees respect and uphold this security protocol of the Estate to ensure the safety of all.
3. All residents are requested to still remain alert and not to ignore suspect or irregular situations. All residents are requested to immediately report any incident or suspicious activity to a member of the security staff.
4. In the event of resident wishing to purchase their own burglar alarm systems, they are requested to ensure that their systems are compatible with the security system of the Estate.
5. The Estate will be patrolled regularly by security staff and the gatehouse will be manned 24 hours a day.
6. Boundary palisade fencing to be secured by electric fencing and access controlled by an access card system.
7. All security personnel will have the authority to refuse entry to any pedestrian or motorist to the Estate should it be determined that the person requiring entry has no reason for visitation to the Estate. Residents are therefore requested to ensure that contact telephone numbers are submitted to the guardhouse and to make prior arrangement for invitees to gain access to the Estate.

## **F. LEASING OF PROPERTY**

1. Should an owner wish to let his property, he must give the Homeowners' Association one month's notice in advance of his intention to do so and is required to furnish the Homeowners' Association with a copy of the Lease Agreement.
2. The owner shall ensure that his prospective tenant receives a copy of the Estate Rules and shall provide a clause in the Lease Agreement in terms of which the tenant considers himself bound to the Rules of the Estate.
3. The owner shall ensure that his property is only let to one family and may not permit sub-letting of the premises.
4. The owner shall ensure that the contact telephone numbers of the owner as well of those of the tenant are made available to the Homeowners' Association.

5. Despite leasing the property, the owner will always remain liable toward the Homeowners' Association for the payment of levies of the leased premises. Despite the lease of the premises, it is the owner's responsibility to ensure that the premises are kept tidy at all times and that the garden is attended to on a regular basis, failing which the Homeowners' Association may attend to the maintenance and upkeep of such garden at the cost of the owner.
6. No signage board of any nature whatsoever will be permitted to advertise the leasing of property in the Estate unless written consent is obtained from the Homeowners' Association.
7. Owners shall ensure that only accredited Estate Agents personally accompany the prospective tenant to view the property and their intended arrival is to be communicated to the guardhouse by the owner.
8. Where tenants continuously breach the rules of the Estate, the owner can be requested to terminate the lease agreement and/or be held liable for a maximum fine implemented by the Homeowners' Association and provision for this clause must be provided in the Lease Agreement.

### G. SALE OF PROPERTY

1. Only accredited Estate Agents will be permitted to sell property within the Estate.
2. All prospective purchasers are to be personally accompanied by estate agents and may only view properties on a "By Appointment" basis. Estate agents will not be permitted to advertise the sale of a house or premises by the distribution of leaflets or by erecting a "For Sale" board without the consent of the Homeowners' Association.
3. All sale agreements must make reference of the fact that purchasers are to become members of the Homeowners' Association and are to consider themselves bound by the Articles of Association of the Association as well as these rules completed in this document.
4. All purchasers are to be made aware of the fact that the Title Deed of the properties within the Estate contain the Condition of Title in terms of which it is determined that every owner of an erf or any sub-division thereof or any interest therein or any unit thereon shall become and remain a member of the Homeowners' Association and be subject to its constitution until he ceases to be an owner as aforesaid.
5. Neither an erf or any sub-division thereof or any interest therein or any unit thereon shall be transferred to any person who has not bound himself to the satisfaction of the Homeowners' Association to become a member of such an Association.
6. The owner of neither the erf nor any sub-division thereof or any interest therein shall not be entitled to transfer the erf or sub division thereof or interest therein without a clearance certificate first being obtained from the Homeowners' Association, certifying the fact that visions of the Articles of Association of the Homeowners' Association have been complied with and that levies have been procured to the satisfaction of the Association.

### H. ACCREDITATION OF ESTATE AGENTS

1. All estate agents wishing to sell property with sale or lease/let property within the Estate shall firstly be accredited by the Homeowners' Association by signing an agreement with the Association in terms of which agreement the procedures relating to lease, letting or selling of property will be determined in terms of which agreement the Estate Agent will undertake to adhere to all rules and regulations implemented by the Homeowners' Association relating to the selling or leasing of property.

2. A list of all accredited estate agents will be made available by the Association upon requests for residency of the Estate.

#### **I. ADMINISTRATION AND LEVIES**

1. All levies are due and payable monthly in advance on the first day of every month.
2. All late payment will carry a penalty levy as imposed by the Trustees of the Association as determined from time to time.
3. The Trustees of the Association have the right to amend any rules contained in this document as provided for in the Articles of Association.
4. Should the Homeowners' Association institute legal action against any owner relating to arrear levies, such costs will be recoverable against the owner on an attorney own client scale.

# ARTICLES OF ASSOCIATION OF A COMPANY NOT HAVING A SHARE CAPITAL

Section 60 (1); Regulation 18  
Republic of South Africa Companies Act, 1973 (Section 65)

## Meyersdal Nature Estate Extensions 8 to 12 Homeowners' Association

Registration number of company

### 1. PRELIMINARY

The Article of Table “A” contained in Schedule 1 to the Companies Act, 1973, shall not apply to the Association.

### 2. DEFINITIONS AND INTERPRETATION

**2.1** The following words, unless the context otherwise requires, have the meanings hereinafter assigned to them:

- |       |                      |   |
|-------|----------------------|---|
| 2.1.1 | “the Act”            | means the Companies Act, 1973;  |
| 2.1.2 | “the Association”    | means <b>MEYERSDAL NATURE ESTATE EXTENSIONS 8 TO 12 HOMEOWNERS’ ASSOCIATION</b> ;   |
| 2.1.3 | “Auditors”           | means the auditors of the Association;  |
| 2.1.4 | “Chairman”           | means the Chairman of the Board of Trustees;  |
| 2.1.5 | “the Developer”      | means <b>AFROPULSE 132 (PROPRIETARY) LIMITED</b> , (Registration number: 2006/007238/07);   |
| 2.1.6 | “Development Period” | means the period from the establishment of the Association until all the erven in the Township have been fully developed and transferred away from the Developer, in that improvements have been erected thereon; alternatively until the Developer notifies the Association in writing that the Development Period has ceased, whichever is the earlier; |
| 2.1.7 | “erf”                | means a subdivided portion of land in the Township registered or capable of being registered in the name of any person;   |
| 2.1.8 | “in writing”         | means written, printed or lithographed or partly one and partly another, and other modes of representing or producing words in visible form;  |

- 2.1.9 “Managing Agent” means any person or body appointed by the Association as an independent contractor to undertake any of the functions of the Association;
- 2.1.10 “member” means a member of the Association;
- 2.1.11 “these presents” means the Memorandum and Articles of Association of the Association and includes any rules made in terms thereof;
- 2.1.12 “special resolution”, where required in terms of the Act, means a resolution passed at a General Meeting of which:
- 2.1.12.1 not less than 21 (TWENTY-ONE) clear days' notice has been given specifying the intention to propose a resolution as a special resolution;
  - 2.1.12.2 the terms and effect of the resolution are specified in such notice;
  - 2.1.12.3 the reasons for the resolution are specified in such notice;
  - 2.1.12.4 not less than 50% (FIFTY PERCENT) of the Members entitled to vote thereat are present in person or by proxy;
  - 2.1.12.5 there has been a show of hands that the resolution has been passed by not less than 75% (SEVENTY-FIVE PERCENT) of the number of members of the Association entitled to vote whether in person or by proxy;
- 2.1.13 “Trustees” means the Trustees of the Association, who shall for purposes of the Act be the Directors of the Association; and
- 2.1.14 “Vice-Chairman” means the Vice-Chairman of the Board of Trustees.
- 2.2** Unless the context otherwise requires, any words importing the singular number shall include the plural number, and vice versa, and any words signifying the masculine shall include the feminine.
- 2.3** The headings of the Articles of Association are for reference purposes only and shall not be taken into account in the interpretation of these Articles.
- 2.4** Subject as aforesaid, any words or expressions defined in the Act or in any statutory modification of such Act in force at the date on which these Articles become binding on the Association shall, if not inconsistent with the subject or context, bear the same meaning in these Articles.

### **3. MEMBERSHIP**

- 3.1** Membership of the Association shall be limited to the Developer in its capacity as such (and represented by not more than 7 (SEVEN) nominees) and to any other person who is in terms of the Deeds Registries Act reflected in the records of the Deeds Office concerned as the registered owner of any erf in the Township.

- 3.2** Where any of the erven is owned by more than one person, all the registered owners of that erf shall together be deemed to be one member of the Association and have the rights and obligations of one member of the Association; provided, however that all co-owners of any erf shall be jointly and severally liable for the due performance of any obligation to the Association.
- 3.3** No member shall let or otherwise part with occupation of his erf, whether temporarily or otherwise, unless he has agreed in writing with the proposed occupier of such erf as a *stipulate alteri* in favour of the Association that such occupier shall be bound by all the terms and conditions of these presents.
- 3.4** A registered owner of an erf may not resign as a member of the Association.
- 3.5** The Association shall maintain at its registered office a register of members of the Association as provided in Section 105 of the Act. The register of members shall be open to inspection, as provided in Section 113 of the Act.
- 3.6** The rights and obligations of a member shall not be transferable and every member shall:
- 3.6.1* further the objects and interests of the Association to the best of his ability;
- 3.6.2* observe all rules made by the Association or the Trustee,
- provided that nothing contained in these Articles of Association shall prevent a member from ceding his rights in terms of these Articles as security to the mortgagee of the member's erf.

#### **4. OBJECTS**

The objects of the Association are to control the aesthetic appearance of land and buildings, the safety of persons and property, the promotion of communal and recreational interests of members, and incidental matters, in the Estate, including in particular:

- 4.1** to ensure that erven are developed according to uniform aesthetic standards and that those standards are maintained thereafter;
- 4.2** to take control of and maintain the private roads, sidewalks and stormwater reticulation within the Estate;
- 4.3** to maintain the entrance to the Estate (including the gatehouse and access control equipment), the Club House and sports facilities and the perimeter fence around and any common areas in the Estate;
- 4.4** to maintain the street and/or walkway lighting and to pay the electrical consumption costs thereof;
- 4.5** to institute, control and pay for measures to ensure security;
- 4.6** to protect the use and enjoyment by members of their property;
- 4.7** to take action including the imposition of fines, or the institution of proceedings in a court of law, as may be deemed fit by the Trustees, in relation to the non-compliance by any member of any of the requirements of this constitution or the Estate rules;
- 4.8** to ensure that all engineering service departments, Rand Water and emergency services of the local authority have 24-hour access to the Estate and unlimited use of the servitude areas for the purpose to maintain the local authority's installations and to provide services to the residents in the Estate; and
- 4.9** to take responsibility for the maintenance and any other essential services not specifically taken over by the local authority.

## 5. LEVIES

- 5.1** The Trustees may from time to time impose levies upon the members for the purpose of meeting all the expenses, which the Association has incurred, or to which the Trustees reasonably anticipate the Association will be put in the attainment of its objects or the pursuit of its business.
- 5.2** The Trustees shall not less than 30 (THIRTY) days prior to the end of each financial year, or so soon thereafter as is reasonably possible, prepare and serve upon every member at the address chosen by him an estimate in reasonable detail of the amount which shall be required by the Association to meet the expenses during the following financial year, and shall specify separately such estimated deficiency, if any, as shall result from the preceding year. The Trustees may include in such estimate an amount to be held in reserve to meet anticipated expenditure not of an annual nature.
- 5.3** Each notice to each member shall specify the contribution payable by that member to such expenses and reserve fund.
- 5.4** Every such annual levy shall be payable in equal monthly instalments, due in advance on the first day of each and every month of each financial year.
- 5.5** In the event of the Trustees for any reason whatsoever failing to prepare and serve the estimate referred to in 5.2 timeously, every member shall until service of such estimate as aforesaid continue to pay the levy previously imposed and shall after such service pay such levy as may be specified in the notice referred to in 5.2.
- 5.6** The Trustees may from time to time impose special levies upon the members in respect of all such expenses as are mentioned in 5.1 and 5.2, which are not included in any estimate made in terms of 5.2, and may in imposing such levies determine the terms of payment thereof.
- 5.7** The Trustees shall be empowered in addition to such other rights as the Association may have in law as against its members to determine the rate of interest from time to time chargeable upon arrear levies, provided that such rate of interest shall not exceed the rate laid down in terms of the Usury Act No 73 of 1968, as amended.
- 5.8** Any amount due by a member by way of levy and interest shall be a debt due by him to the Association. Notwithstanding that a member ceases to be such the Association shall have the right to recover arrear levies and interest from him. No levies or interest paid by a member shall under any circumstances be repayable by the Association upon his ceasing to be a member. Further, a member on ceasing to be such shall have no claims whatsoever on any other monies held by the Association whether obtained by way of a sale of Association assets or otherwise. A member's successor in title to an erf shall be liable as from the date upon which he becomes a member pursuant to the transfer of that erf, to pay the levy and interest thereon attributable to that erf.
- 5.9** Members shall be liable in respect of any levy made in terms of 5.1 from time to time in equal shares, provided that any member who is the registered owner of more than one erf shall be liable to make payment of such share in respect of each erf owned by him, and provided further that the members nominated by the Developer in terms of 3.1 shall not be liable in respect of any levy.
- 5.10** The Developer shall be liable for levies on the same basis as any other member in respect of proclaimed erven only.
- 5.11** The Trustees may enter into an agreement or agreements with the Developer for the provision of a capital sum and/or the transfer of land to the Association in lieu of levies.

- 5.12** A member shall be liable for and pay all legal costs, including costs as between attorney and client and collection commission, expenses and charges incurred by the Association in obtaining the recovery of arrear levies or any other arrear amounts due and owing by such member to the Association.
- 5.13** No member shall be entitled to any of the privileges of membership unless and until he shall have paid every levy and interest thereon, and any other sum, if any, which may be due and payable by that member to the Association, from whatsoever cause arising.

## **6. RULES**

- 6.1** The Community Participation Rules prepared by the Developer, a copy of which can be obtained from the Developer on request, is binding on the members. The Developer or an architectural committee appointed by him or if he so declares the Trustees may from time to time amend the Community Participation Rules and or make rules in regard to:

- 6.1.1* the standards and guidelines for the minimum floor area, and the architectural design of all buildings and outbuildings, structures of any nature and all additions and alterations to any such buildings, outbuildings or structures erected or to be erected in the Township, and in particular to control the design of the exterior of such buildings, outbuildings or structures and the materials and colours used on such exterior to ensure an attractive, aesthetically pleasing character to all the buildings in the Township;
- 6.1.2* the siting of all buildings, outbuildings, fences and or walls, structures of any nature and of any additions and alterations thereto;
- 6.1.3* the standards and guidelines for the design of all siteworks, buildings, structures, fences and or walls, installations, projections and parking areas on the erven of the Township;
- 6.1.4* the standards and guidelines for the design and layout of all parking areas and areas to be landscaped and laid out as garden areas to ensure an attractive, aesthetically pleasing character to the Township and compliance with the Environmental Management Plan and Record of Decision;

**Subject to any restriction imposed or direction given at a general meeting of the Association, the Trustees may from time to time make rules in regard to:**

- 6.1.5* the storage of any material upon any erf including the right to require any material stored otherwise than inside any building to be effectively screened and to prohibit the storage of materials on any portion of any erf used for parking or garden purposes;
- 6.1.6* the screening of loading and unloading areas, backyard areas, refuse collection areas and storage areas and structures including the design materials and construction of screen walls or other screening devices;
- 6.1.7* the materials, equipment (including electrical fixtures and fittings) and furniture fixtures to be used in the layout and construction of any garden or landscaped area, any parking area, any loading or unloading area, any driveway and any pathway upon the erf;
- 6.1.8* the preservation of the environment including the right to control the removal of indigenous trees and shrubs and including the right to prohibit the planting of exotic flora, including kikuyu grass, anywhere within the Estate, and to require the cultivation of trees and other vegetation;

- 6.1.9 the right to prohibit, restrict or control the keeping of any animal which they regard as dangerous or a nuisance or will have a detrimental effect on the game or flora or prohibited in terms of the Record of Decision or Environmental Management Plan;
  - 6.1.10 the placing or fixing of ornamentation or embellishments upon the outside of buildings including the power to remove any such objects;
  - 6.1.11 the conduct of any persons within the Township for the prevention of nuisance of any nature to any member;
  - 6.1.12 the right to determine and control all security measures in the Township, not limited to but with specific consideration to the requirements in the Environmental Management Plan;
  - 6.1.13 the right to determine access to and egress from the Township and to and from the erven or any other area in the Township not limited to but with specific consideration to the requirements in the Environmental Management Plan; and Record of Decision; and
  - 6.1.14 for the furtherance and promotion of any of the objects of the Association and/or for the better management of the affairs of the Association and/or for the advancement of the interests of members and/or tenants in the Township.
- 6.2** For the enforcement of any of the rules made by the Trustees in terms hereof, the Trustees may:
- 6.2.1 give notice to the member concerned requiring him to remedy such breach within such reasonable period as the Trustees may determine;
  - 6.2.2 take or cause to be taken such steps as they may consider necessary to remedy the breach of the rule of which the member may be guilty, and debit the cost of so doing to the member concerned, which amount shall be deemed to be a debt owing by the member concerned to the Association;
  - 6.2.3 impose a system of fines or other penalties. The amounts of such fines shall be reviewed and confirmed at each Annual General Meeting of the Association; and
  - 6.2.4 take such other action including proceedings in Court, as they may deem fit.
- 6.3** In the event of the Trustees instituting any legal proceedings against any member or tenant within the Township for the enforcement of any of the rights of the Association in terms hereof, the Association shall be entitled to recover all legal costs so incurred from the member or tenant concerned, calculated as between attorney and own client, including collection commission and tracing agent's fees.
- 6.4** In the event of any breach of the rules by a member or his staff, invitees, guests or lessees, such breach shall be deemed to have been committed by the member himself, but without prejudice to the foregoing, the Trustees may take or cause to be taken such steps against the person actually committing the breach as they in their discretion may deem fit.
- 6.5** In the event of any member disputing the fact that he has committed a breach of any of the rules, a committee of 3 (THREE) Trustees appointed by the Chairman for the purpose shall adjudicate upon the issue at such time and in such manner and according to such procedure (provided that natural justice should be observed) as the Chairman may direct.
- 6.6** Any fine imposed upon any member shall be deemed to be taken to be a debt due by the member to the Association and shall be recoverable by ordinary civil process.

- 6.7** Notwithstanding anything to the contrary herein contained, the Trustees may in the name of the Association enforce the provisions of any rules by civil application or action in a Court of competent jurisdiction and for this purpose may appoint such attorneys and counsel as they may deem fit.
- 6.8** The Association may in general meeting itself make any rules, which the Trustees may make and may in general meeting vary or modify any rules made by it or by the Trustees from time to time.

## **7. TRUSTEES**

- 7.1** There shall be a Board of Trustees of the Association, which shall consist of not less than 4 (FOUR) Members.
- 7.2** A Trustee shall be an individual, but need not himself be a member of the Association. A Trustee, by accepting his appointment to the office as such, shall be deemed to have agreed to be bound by all the provisions of these Articles.
- 7.3** During the development period not less than 4 (FOUR) nominees of the Developer shall be Trustees. Any other Trustees to be appointed to office shall be elected by the members in general meeting, the Developer being entitled in voting on the election of such Trustees, to exercise the voting rights conferred upon it by Article 19.1. The first Trustees shall on registration of the Association be appointed by the Developer.

## **8. REMOVAL AND VACATION OF TRUSTEES**

- 8.1** Each Trustee shall continue to hold office as such from the date of his appointment to office until being removed from his office by the Board of Trustees or until vacating his office.
- 8.2** A Trustee shall be deemed to have vacated his office upon:
- 8.2.1 his having become disqualified to act as a Director in terms of the Act;
  - 8.2.2 his being removed from office as provided for in Section 220 of the Act; and
  - 8.2.3 in the event of him being a member of the Association, his being disentitled to exercise a vote in terms of Article 19.4.

## **9. CHAIRMAN AND VICE-CHAIRMAN**

- 9.1** The Trustees shall within 14 (FOURTEEN) days after each Annual General Meeting appoint from their members a Chairman and Vice-Chairman, who shall hold their respective offices until the next Annual General Meeting after the said appointments, provided that the office of the Chairman and Vice-Chairman shall *ipso facto* be vacated by a Trustee holding such office upon him ceasing to be a Trustee for any reason. No one Trustee shall be appointed to more than one of the aforesaid office. Should any vacancy occur in either of the aforesaid offices at any time, the Board of Trustees shall immediately appoint one of their members as a replacement in such office. During the Development Period the Chairman shall be elected from 1 (ONE) of the 4 (FOUR) nominees of the Developer.
- 9.2** Except as otherwise provided, the Chairman shall preside at all meetings of the Board of Trustees and all general meetings of the members and in the event of his not being present within 10 (TEN) minutes of the scheduled time for the start of the meeting or in the event of his inability or unwillingness to act, the Vice-Chairman shall act in his stead, or failing the Vice-Chairman, a Chairman appointed by the meeting.

## 10. TRUSTEES' EXPENSES

Trustees shall be entitled to be repaid all reasonable and qualified expenses incurred by them, respectively in or about the performance of their duties as Trustees, provided the Trustees shall not be entitled to any remuneration for performance of their duties in terms hereof unless the Association in a general meeting otherwise directs.

## 11. POWERS OF TRUSTEES AND DEVELOPER

- 11.1** Subject to the provisions hereof, the Trustees shall manage and control the business and affairs of the Association, shall have full powers in the management and direction of such business and affairs, may exercise all such powers of the Association and do all such acts on behalf of the Association as may be exercised and done by the Association and as are not by the Act or by these Articles required to be exercised or done by the Association in general meeting, subject, however, to such rules as may have been made by the Association in general meeting or as may be made by the Trustees from time to time.
- 11.2** Save as is provided herein, the Trustees shall at all times have the right to engage on behalf of the Association the services of accountants, auditors, attorneys, advocates, architects, engineers, or any other professional firm or person or other employees whatsoever for any reasons deemed necessary by the Trustees on such terms as the Trustees shall decide.
- 11.3** The Board of Trustees shall have the right to co-opt onto the Board any person or persons chosen by it. A co-opted Trustee need not be a member of the Association.
- 11.4** The Trustees shall further have power:
- 11.4.1* to require the submission for approval of such plans, drawings, specifications and other information as they may deem necessary to ensure compliance by members with these presents and the rules made in terms hereof;
  - 11.4.2* to require that any works being constructed within the Township shall be supervised to ensure that the provisions of these presents and the rules are complied with and that all work is performed in a proper and workmanlike manner;
  - 11.4.3* to determine the access to the Township and to the erven of the Township;
  - 11.4.4* to determine the security facilities to be installed and the operation thereof for the protection of the Township; and
  - 11.4.5* to make rules as provided for in Article 6.
- 11.5** The Trustees shall be entitled to appoint committees consisting of such number of their members and such outsiders, including the Managing Agent, as they may deem fit and to delegate to such committees such of their functions, powers and duties as they may deem fit, with the further power to vary or revoke such appointments and delegations as the Trustees may from time to time deem necessary.
- 11.6** The Trustees shall appoint an Architectural Review Committee, which shall consist of:
- 11.6.1* an architect duly qualified to practice as such on his own account in the Republic of South Africa;
  - 11.6.2* not less than 1 (ONE) Trustee; and
  - 11.6.3* such other members as the Trustees may determine.
- 11.7** All plans for all buildings, outbuildings, structures, walls, fences, additions, alterations and signage to be submitted in terms of Article 24.10 shall be submitted by the Trustees to an Architectural

Review Committee and the Trustees shall not approve any plan in terms of Article 24 unless such plan shall first have been approved by the Architectural Review Committee. The Architectural Review Committee shall furnish its approval or comments within 14 (FOURTEEN) days of the Plans having been submitted to it. The Trustees may, if they deem fit, delegate to the Architectural Review Committee their functions and powers in terms of Article 24. A rubble removal deposit and submission fee as determined by the Trustees shall be payable by the member on delivery of the said plans to the Trustees for submission to the Architectural Review Committee.

**11.8** The Developer shall have the sole and exclusive right, which it may exercise in its sole discretion as and when it so requires, to expand the nature area with:

*11.8.1* an additional area of approximately 150 hectare north of Meyersdal Nature Estate; and

*11.8.2* an additional area of approximately 220 hectare further south, being the Johannesburg Municipality Zoo area.

*11.8.3* The proposed PWV16 Area.

**11.9** The cost of the proposed expansion referred to in clause 11.8 above will be borne by the Developer.

**11.10** In the event of the Developer expanding, as referred to in clause 11.8 above, the members acknowledge that during such expansion they may suffer a certain degree of inconvenience. They shall, however, have no right to claim any rebate of levies during the period in which the said work may be in progress nor shall the members have any claim for any damages of whatsoever nature.

**11.11** For the purposes of 11.10 the Developer shall be entitled at any time:

*11.11.1* to erect the building equipment required for the carrying out of that work; and such other equipment or devices as may be required by law or which the Developer's architect considers reasonably necessary for the protection of any person or property against injury arising out of that work; and

*11.11.2* to such right of access to the Nature Estate and/or the additional nature areas as is reasonably necessary for the carrying out of that work.

**11.12** In exercising its rights in terms of 11.10 and 11.11:

*11.12.1* not unnecessarily or unreasonably interfere with the beneficial occupation of the members;

*11.12.2* carry out such work as quickly as possible in the circumstances;

*11.12.3* not be responsible for any loss or damage to person or property arising out of the execution of that work; and

*11.12.4* not be liable to the members for or in respect of loss of beneficial occupation or otherwise arising out of the execution of that work.

**11.13** The right granted to the Developer in terms of clause 11.8 is irrevocable and absolute and may not be amended, limited or removed by the Trustees or members in any way whatsoever.

## **12. PROCEEDINGS OF TRUSTEES**

**12.1** The Trustees may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit, subject to any provisions of these Articles.

**12.2** The quorum necessary for the holding of any meetings of the Trustees shall be 4 (FOUR) present personally.

- 12.3** Any resolution of the Board of Trustees shall be carried on a simple majority of all votes cast. In the case of an equality of votes for and against any resolution, the Chairman, in addition to his deliberative vote, shall have a second and casting vote.
- 12.4** The Trustees shall cause minutes to be kept of every Trustees meeting, which minutes shall, without undue delay after the meeting has closed, be reduced to writing and certified correct by the Chairman. All minutes of Trustees' meetings shall be kept in accordance with the provisions of the law relating to the keeping of minutes of meetings of Trustees of companies.
- 12.5** Save as provided in these Articles, the proceedings of any Trustees' meeting shall be conducted in such reasonable manner and form as the Chairman of the meeting shall decide.
- 12.6** A resolution signed by all the Trustees shall be valid in all respects as if it had been duly passed at a meeting of the Board of Trustees.

### **13. GENERAL MEETINGS OF THE ASSOCIATION**

- 13.1** The Association shall within 6 (SIX) months after the end of each financial year hold a general meeting as its Annual General Meeting in addition to any other general meetings during that year, and shall specify the meeting as such in the notices in terms of Article 14.1 calling it.
- 13.2** Such Annual General Meeting shall be held at such time and place as the Trustees shall decide from time to time.
- 13.3** All general meetings other than Annual General Meetings shall be called extraordinary general meetings.
- 13.4** The Trustees may, whenever they think fit, convene an extraordinary general meeting, and an extraordinary general meeting shall also be convened on a requisition made in terms of Section 181(1) of the Act or in terms of Section 181(3) of the Act.

### **14. NOTICE OF MEETINGS**

- 14.1** An Annual General Meeting and a meeting called for passing a special resolution shall be called by written notice in 21 (TWENTY-ONE) clear days notice given. An extraordinary general meeting other than one called for the passing of a special resolution shall be called by the written notice in which 14 (FOURTEEN) clear days notice is given. In each case notice shall be exclusive of the day on which it is given, and shall specify the place, the day and hour of the meeting, and in the case of special business, in addition to any other requirements contained in these Articles, the general nature of the business and in the case of a special resolution, the terms and effects of the resolution and the reasons for it shall be given in the manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Trustees to such persons as are entitled to receive such notices from the Association, provided that a general meeting of the Association shall, notwithstanding that it is called by shorter notice than that specified in these Articles, be deemed to have been duly called if so agreed:
- 14.1.1* in the case of a meeting called as the Annual General Meeting, by all the members entitled to attend and vote thereat; and
- 14.1.2* in the case of an extraordinary general meeting, by a majority in number of the members having a right to attend and vote at the meeting, being a majority together which are holding not less than 90% (NINETY PERCENT) of the total voting rights of all members.
- 14.2** Insofar as special notice may be required of a resolution, whether by any provision of the Act or in terms of these Articles, then the provisions of Section 186 of the Act shall apply.

- 14.3** The Association shall comply with the provisions of Section 185 of the Act as to giving of notices and circulating statements on the requisition of members.
- 14.4** The accidental omission to give notice of a meeting or of any resolution, or to give any other notification, or present any document required to be given or sent in terms of these presents or in terms of the Act, or non-receipt of any such notice, notification or document by any member or other person entitled to receive the same, shall not invalidate the proceedings at any meeting or shall not invalidate any resolution passed at any meeting.

## **15. QUORUM**

- 15.1** No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business.
- 15.2** The quorum necessary for the holding of any general meeting shall be 25% (TWENTY-FIVE PERCENT) of all votes in number from all members of the Association entitled to vote for the time being.
- 15.3** If within half an hour from the time appointed for the holding of a general meeting a quorum is not present, the meeting shall stand adjourned to the same day in the next week at the same place and time or such other place as the Chairman of the meeting shall appoint, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting, the members present shall be the quorum.

## **16. AGENDA**

In addition to any other matters required by the Act in terms of these Articles to be dealt with at an Annual General Meeting, the following matters shall be dealt with at every Annual General Meeting:

- 16.1** the consideration of the Chairman's report;
- 16.2** the election of Trustees;
- 16.3** the consideration of any other matters raised at the meeting, including any resolutions proposed for adoption by such meeting and the voting upon any such resolutions;
- 16.4** the consideration of the accounts of the Association for the preceding financial year; and
- 16.5** the condition of the report of the auditors and the fixing of remuneration for the auditors.

## **17. PROCEEDINGS AT GENERAL MEETINGS**

The chairman may, with the consent of any general meeting at which a quorum is present and shall if so directed by the meeting, adjourn a meeting from time to time and place, but no business shall be transacted at the meeting from which the adjournment took place. Should a meeting be adjourned for 10 (TEN) days or more, notice of the adjourned meeting shall be given in the same manner as of an original meeting. Save as aforesaid, the Members shall not be entitled to any notice of adjournment or of the business to be transacted at an adjourned meeting.

## **18. PROXIES**

- 18.1** A Member may be represented at a general meeting by a proxy who need not be a member of the Association. The instrument appointing a proxy shall be in writing duly signed by the member concerned or his agent duly authorised in writing, but need not be in a particular form provided that, where a member is more than 1 (ONE) person, a majority of those persons shall sign the instrument appointing a proxy on such member's behalf.

**18.2** The instrument appointing a proxy and the power of attorney or any other authority under which it is signed shall be tabled at the meeting at which the person named in the instrument proposes to vote. No instrument appointing a proxy shall be valid after the expiration of 6 (SIX) months from the date when it was signed, unless so specifically stated in the proxy itself.

**18.3** The instrument appointing the proxy shall be in the following form or as near thereto as circumstances permit:

I, \_\_\_\_\_  
 of \_\_\_\_\_  
 being a member of \_\_\_\_\_  
 hereby appoint \_\_\_\_\_  
 of \_\_\_\_\_  
 or, failing him \_\_\_\_\_  
 of \_\_\_\_\_

as my proxy to vote for me and on my behalf at the general meeting of the Association to be held on the \_\_\_\_\_ day of \_\_\_\_\_ and at any adjournment thereof as follows:

<b>Resolution</b>	<b>In favour</b>	<b>Against</b>	<b>Abstain</b>
1.			
2.			

*(indicate instruction to proxy by way of a cross in space provided above).*

Unless otherwise instructed my proxy may vote as he thinks fit.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
**Signature**

**18.4** A vote given in accordance with the terms of a proxy shall be valid notwithstanding the previous death of the principal or revocation of the proxy, provided that no intimation of the death revocation shall have been received by the Trustees and the proxy at any time prior to the vote being taken in respect of which the proxy exercises such vote.

**19. VOTING**

At every general meeting:

**19.1** the Developer shall have 200 (TWO-HUNDRED) votes in addition to the votes conferred upon it in terms of Article 19.2 below, provided however that this provision shall apply during the Development Period only;

**19.2** every member shall be entitled to vote in person or by proxy and shall have one vote;

**19.3** if an erf is registered in the name of more than 1 (ONE) person, then all such co-owners shall jointly have 1 (ONE) vote;

- 19.4** save as is expressly provided for in these presents, no person other than a member duly registered and who shall have paid every levy and other sum, if any, which shall be due and payable to the Association in respect of or arising out of his membership and who is not under suspension, shall be entitled to be present or to vote on any question, either personally or by proxy, at any general meeting;
- 19.5** a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is demanded by the Chairman or members referred to in Section 198(1)(b) of the Act, and unless a poll is demanded before or on the declaration of the result of a show of hands, a declaration by the Chairman that a resolution has been carried or carried forward unanimously or by a particular majority or negatived, and an entry to that effect is made to that effect in the Minute Book of the proceedings of the Association, shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against such resolution. The demand for a poll may be withdrawn;
- 19.6** if a poll is duly demanded, it shall be taken in such manner as the Chairman directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. Scrutinisers shall be elected to determine the result of the poll. The Chairman shall be entitled to a second or casting vote should there be an equality of votes, whether on a show of hands or on a poll;
- 19.7** a poll demanded on the election of a Chairman or a question on adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the Chairman of the meeting directs. The demand for a poll shall not prevent the continuation of a meeting for the transaction of any business other than the question upon which the poll has been demanded;
- 19.8** every resolution and every amended resolution proposed for adoption by a general meeting shall be seconded at the meeting and if not so seconded, shall be deemed not to have been proposed; and
- 19.9** unless any Member present in person or by proxy at a general meeting shall have objected to any declaration made by the Chairman of the meeting, prior to the closure of the meeting, as the result of any voting at the meeting, whether by show of hands or otherwise, or to the correctness or validity of the procedure at such meeting, such declaration by the Chairman shall be deemed to be true and correct statement of the voting, and the meeting shall in all respects be deemed to have been properly and validly constituted and conducted and an entry in the Minutes to the effect that the motion has been carried or not, with or without a record of the number of votes recorded in favour of or against such motion, shall be conclusive evidence of the votes so recorded.

## **20. ACCOUNTS**

- 20.1** The accounts and books of the Association shall be open for inspection by the members at all reasonable times during business hours and shall from time to time in accordance with Section 286 and Section 288 of the Act be laid before the Association in general meeting.
- 20.2** The auditors shall examine the correctness of the accounts of the Association once in each financial year. The appointments, rights, remuneration and duties of the auditors shall be regulated in accordance with Chapter "X" of the Act.

## 21. SERVICES OF NOTICE

A notice may be served by the Association upon any member at the address of the member specified in these Articles, unless the member shall have notified the Association in writing per registered post of another address for service of notices. Any notice served by post shall be deemed to have been served on the day but one following that on which the letter containing the same was posted.

## 22. INDEMNITY

Every Trustee, servant, agent and employee of the Association shall be indemnified by the Association against all costs, losses and expenses (inclusive of travelling expenses), which such person or persons may incur or become liable for by reason of any contract entered into or by an act or deed done by such person or persons in the discharge of their respective duties including in the case of a Trustee, his duties as Chairman or Vice-Chairman. Without prejudice to the generality of the foregoing, the Association shall specifically indemnify every such person against all losses of whatsoever nature incurred arising out of a *bona fide* act, deed or letter done or written by him jointly or severally in connection with the discharge of his duties.

## 23. SPECIAL RESOLUTIONS

**23.1** Should less than 50% (FIFTY PERCENT) of the total votes of all the members of the Association be present or represented at a meeting called for the purposes of passing a special resolution, the meeting shall stand adjourned to a day not earlier than 7 (SEVEN) days and not later than 21 (TWENTY-ONE) days after the date of the meeting. At the adjourned meeting, notwithstanding that there may be less than 50% (FIFTY PERCENT) of the total votes represented, the resolution may nevertheless be passed as a special resolution provided that the remaining requirements of a special resolution are met.

**23.2** a resolution may be proposed and passed as a special resolution, notwithstanding that 21 (TWENTY-ONE) clear days' notice has not been given, provided that:

23.2.1 the majority of the members of the Association having the right to attend and vote at such meeting holding an aggregate of not less than 90% (NINETY PERCENT) of the total votes, consents thereto;

23.2.2 a copy of such consent on the prescribed form is lodged with the Registrar together with a copy of the special resolution;

23.2.3 a copy of the notice convening the resolution, where applicable, the consent referred to the above, and the special resolution itself, shall be lodged with the Registrar for the registration within 1 (ONE) month of the passing of the special resolution;

23.2.4 after registration of the special resolution a copy shall be annexed or embodied in the Articles of Association; and

23.2.5 any such special resolution shall not take effect until it has been duly registered by the Registrar in terms of the Act.

## 24. DESIGN CRITERIA

**24.1** Each member shall maintain the erf or erven owned by him and all improvements thereon in accordance with the requirements of and to the satisfaction of the Trustees and the Local Authority.

- 24.2** Vehicular access to the Township shall be as stipulated by the Association, and shall comply with the standard detail designed by the Local Authority or the Association for the Township.
- 24.3** No portion of any building or structure upon any erf shall be constructed of untreated galvanised sheeting and no shade netting will be permitted as roofing or any other part of any structure.
- 24.4** No member shall sink or permit to be sunk any boreholes upon any erf owned by him without the prior written consent of the Trustees.
- 24.5** In the event of any town-planning scheme laying down conditions in relation to matters dealt with herein, which are more onerous than the conditions herein laid down, the provisions of such town-planning scheme shall prevail.
- 24.6** The Association may require any member to maintain the sidewalk adjacent to his erf, and in the event of such member failing so to maintain such sidewalk to the satisfaction of the Association, the Association shall be entitled to such action as may be necessary for the maintenance of such sidewalk and to charge the member concerned. In the event of the Association requiring any member to maintain the sidewalk as aforesaid, the Trustees shall in determining the levy payable by such member take into account the saving to the Association resulting from the member himself maintaining such sidewalk.
- 24.7** No member may erect any pre-cast concrete garden walls on his erf.
- 24.8** No member may erect any fencing or wall on his erf without the prior written approval of the Trustees, which approval shall not be withheld unless the Trustees are of the opinion that such fencing or wall is inconsistent with the aesthetic appearance of homes and gardens within the Township, or does not comply with the requirements laid down by the Environmental Management Plan or Architectural Guidelines or Record of Decision.
- 24.9** No member may erect or install television or radio aerials or solar heating panels which are exposed to view on a building in the Township, without the prior written consent of the Trustees.
- 24.10** No member may make any additions or extensions to the buildings situate on his erf or erect any further building or structure, in particular but not limited to carports, garages, servants' quarters, store rooms and pergolas, whether of a temporary or permanent nature, without the prior written approval of the Trustees.
- 24.11** All building operations shall only be indulged during weekdays from 08:00 to 17:00. Building over weekends and public holidays is prohibited.
- 24.12** A member shall be obliged to commence and finish a dwelling on his/its property within 4 (FOUR) years of having taken transfer from the Developer. Subsequent owners shall also be bound by this requirement and the period within which to complete the dwelling will not be extended in the event of a resale.

## **25. RESTRICTION ON TRANSFER OF LAND**

- 25.1** No member shall transfer his erf or have any plans approved until the Trustees under the hand of one of its members has certified that the member has at date of transfer or at the date of submission of plans, as the case may be, fulfilled all his financial obligations to the Association. No erf or any interest therein shall be leased or alienated without the prior written consent of the Association. Such consent shall not be withheld unless:

- 25.1.1 such member is indebted to the Association in any way in respect of levies or other amounts, which the Association may in terms of these presents be entitled to claim from him;
  - 25.1.2 the proposed transferee has not agreed to become a member of the Association; and
  - 25.1.3 such member remains in breach of any of the provisions of these presents or any rules after notice from the Trustees requiring him to remedy such breach.
- 25.2 The Trustees in issuing the certificate referred to in Article 25.1 shall be entitled to charge a reasonable fee therefore to be determined by the Trustees from time to time, subject to review by the Association in general meeting.

## 26. GENERAL

- 26.1 Whenever they consider that the appearance of any erf or building vested in a member or members is such as to be unsightly or injurious to the amenities of the surrounding area or the Township generally, the Trustees may serve notice on such member or members to take such steps as may be specified in the notice to eliminate such unsightly or injurious condition. In the event of the member or members failing within a reasonable time, to be specified in such notice, to comply therewith, the Trustees may enter upon the erf concerned and take such steps as may be necessary, and recover the cost thereof from the member or members concerned, which costs shall be deemed to be a debt owing to the Association.
- 26.2 The Trustees shall be obliged in giving such notice to act reasonably.
- 26.3 The Association may enter into agreements with members for the provision of amenities and services to the members and to levy a reasonable charge in respect of the provision thereof.
- 26.4 In the event of the Association electing to provide a security service and/or other services for Members in the Township, all members shall be obliged to:
- 26.4.1 permit the installation of any equipment on the erven or in the buildings on the erven for the purpose of such services as may be determined by the Association from time to time;
  - 26.4.2 make payment of the charges raised by the Association in respect of such services; and
  - 26.4.3 abide by such terms and conditions as may be laid down by the Association from time to time in respect of such equipment and services.
- 26.5 Where the boundary of any member's erf also constitutes the boundary of the Township, such member shall be obliged to permit the Association to erect upon such member's erf immediately adjacent to such boundary, such walling or other fencing as the Developer and/or the Association may determine. Such member shall not be entitled to interfere in any manner whatsoever with any such walling or fencing, and shall permit the Association from time to time access to such member's erf in order to inspect such walling or fencing and to effect such repairs as may be necessary from time to time.
- 26.6 The provisions of these Articles shall be binding upon all members and insofar as they may be applicable, to all persons occupying any erf by, through or under any member, whatever the nature of such occupation. No member shall let or otherwise part with occupation of his erf without the prior written consent of the Association, which consent shall not unreasonably be withheld.

- 26.7 The Trustees may delegate such or their powers to a Managing Agent as they may determine, subject to any restriction imposed or direction given at any general meeting of the Association.

## 27. RESOLUTION OF DISPUTES

- 27.1 Should any dispute or disagreement as to any matter arising out of these Articles, including, but without detracting from the generality from the foregoing, any question of interpretation or implementation of any provisions hereof, or any decision to be taken by the Trustees in the discharge of their functions as such, subsist or arise or amongst the members, such dispute shall be referred to an advocate of not less than 10 (TEN) years' standing at the Johannesburg Bar, such person to be appointed by a unanimous decision of the Trustees.
- 27.2 The advocate appointed in terms of Article 27.1 above shall:
- 27.2.1 act as an arbitrator;
  - 27.2.2 have regard to the equities as well as the legalities of the dispute submitted to him;
  - 27.2.3 be entitled to determine the form and manner in which the dispute shall be submitted to him; and
  - 27.2.4 be entitled to seek and pay for independent advice, and his decision, including as to who shall pay his costs and disbursements incurred by the parties to the dispute, shall be final and binding upon all parties to or affected by such dispute.

### **Developer**

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Tel: 011 867 3210  
Fax: 011 867 3314  
Réan Booyesen  
Vince Schormann

### **Estate Architect**

AA Papageorgiou Architects  
2nd Floor, Alberante Centre  
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New Redruth, Alberton  
Tel: 011 907 2015  
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Anthony Papageorgiou



MEYERSDAL  
Nature Estate

Neil Diamond Properties

Tel no: 011 867 2525

Govann: 082 902 3933

Martie: 083 263 5316

Developer



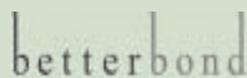
Exclusive  
Sole Agent



Attorney



Bond Facilitator



Banks



Public Relations

