

MEMORANDUM OF INCORPORATION

OF

MEYERSDAL NATURE ESTATE EXTENSIONS 8 TO 12

HOMEOWNERS' ASSOCIATION (PTY) LIMITED

Registration Number of Company: 2006/035042/08

Also known as

MEYERSDAL NATURE ESTATE EXTENSIONS 8 TO 12

HOMEOWNERS ASSOCIATION NPC

(hereinafter referred to as the "HOA")

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OF

MEYERSDAL NATURE ESTATE EXTENSIONS 8 TO 12 HOMEOWNERS' ASSOCIATION (PTY) LIMITED

Registration Number of Company: 2006/035042/08

Also known as

MEYERSDAL NATURE ESTATE EXTENSIONS 8 TO 12 HOMEOWNERS ASSOCIATION NPC

(hereinafter referred to as the "HOA")

This HOA is a Non-Profit HOA with members and elected Directors in terms of the Companies Act of 2008, with the following objects and purpose:

To manage and administer the erven and common areas which are registered within the HOA for the benefit and use of the members of the HOA and in the interests of all the residents who occupy erven within the HOA.

A. ADOPTION OF MEMORANDUM OF INCORPORATION

This Memorandum of Incorporation was adopted by the members of the MEYERSDAL NATURE ESTATE HOME OWNERS ASSOCIATION NPC ("HOA") by Special Resolution of its members on the 29th of November 2012.

B. INTERPRETATION

In this Memorandum of Incorporation-

- a) A reference to a section by number refers to the corresponding section of the Companies Act, 2008;
- b) Words that are defined in the Companies Act, 2008 bear the same meaning in this Memorandum as in that Act;
- c) The following expressions shall, unless otherwise stated or inconsistent with the context in which they appear bear the following meanings:

“Act” means the Companies Act, 2008;

“HOA” means the ***MEYERSDAL NATURE ESTATE EXTENSIONS 8 TO 12 HOMEOWNERS ASSOCIATION***;

“Auditors” mean the auditors of the HOA;

“Chairman” means the Chairman of the Board of Directors for the time being who is elected by his fellow-Directors;

“Managing Agent” means any person or body appointed by the HOA as an independent contractor to undertake any of the functions of the HOA;

“Member” means a member of the HOA;

“Scheme”	means the township development scheme laid out in the township of Meyersdal Nature Estate Extensions 8 to 12;
“Directors”	mean the Directors for the time being elected by the members of the HOA;
“Vice-Chairman”	means the vice-chairman of the Board of Directors;
“the developer”	means AFROPULSE 132 (PRTY) LIMITED (registration number: 2006/007238/07);
“Development period”	means the period from the establishment of the HOA until all its erven have been fully developed and transferred away from the developer, in that improvements have been erected thereon, alternatively until the developer notifies the HOA in writing that the development period has ceased, whichever is the earlier;
“erf”	means a subdivided portion of land in the township registered or capable of being registered in the name of any person or entity;
“in writing”	means written, printed or lithographed or partly one and partly another, and other modes of representing or producing words in visible form and shall include electronic forms of communication as set out in the

Electronic Communications and Transactions Act 25 of 2002 (as amended);

“Special resolution”

means where required in terms of the Act, a resolution passed at a general meeting of which:

- i) Not less than 21 (TWENTY-ONE) clear days’ notice has been given specifying the intention to propose a resolution as a special resolution;
 - ii) The terms and effect of the resolution are specified in such notice;
 - iii) The reasons for the resolution are specified in such notice;
 - iv) Not less than 75% (SEVENTY FIVE PERCENT) of the members entitled to vote thereat are present in person or by proxy;
 - v) 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 HOA entitled to vote whether in person or by proxy;
- d) Unless the context otherwise requires, any words importing the singular shall also include the plural and *vice versa*, and words importing any one gender shall include the other two genders.

- e) Subject to the aforesaid, any words or expressions defined in the Act or in any statutory modification of the Act in force at the date on which this Memorandum of Incorporation becomes binding on the HOA shall, if not inconsistent with the subject or context, bear the same meaning in this Memorandum of Incorporation.

1 **ARTICLE 1 – INCORPORATION AND NATURE OF THE HOA**

1.1 **INCORPORATION**

- (a) The HOA is incorporated as a Non-Profit Company as defined in the Companies Act, 2008.
- (b) The HOA is incorporated in accordance with, and governed by-
- i. the unalterable provisions of the Companies Act, 2008 that are applicable to Non-Profit companies;
 - ii. the alterable provisions of the Companies Act, 2008 that are applicable to Non-Profit companies, subject to any limitation, extension, variation or substitution set out in this Memorandum; and
 - iii. the provisions of this Memorandum of Incorporation.

1.2 **OBJECTS AND POWERS OF THE HOA AND USE OF PROPERTY AND INCOME**

1.2.1 The Objects of the HOA are:

- 1.2.1.1 to manage and administer the erven and common areas that are registered within the HOA for the benefit and use of the members of the HOA and in the interests of all the residents who occupy erven in Meyersdal Nature Estate Extensions 8 to 12 Meyersdal;

- 1.2.1.2 to ensure that erven are developed according to uniform aesthetic standards and that those standards are maintained thereafter;
- 1.2.1.3 to take control of and maintain the private roads, sidewalks, and storm water reticulation within the HOA;
- 1.2.1.4 to maintain the entrance of the HOA (including the gatehouse and access control equipment), the clubhouse and sports facilities and the perimeter fence around the HOA and any common areas in the HOA;
- 1.2.1.5 to maintain the street and/or sidewalk lighting and to pay the electrical consumption costs thereof;
- 1.2.1.6 to institute, control and pay for measures to ensure security;
- 1.2.1.7 to protect the use and enjoyment by members of their property;
- 1.2.1.8 to take action including the imposition of fines, or the institution of legal proceedings in a court of law, as may be deemed fit by the directors, in relation to the non-compliance by any member of any of the requirements of this memorandum or any other rule applicable to the HOA;
- 1.2.1.9 to ensure that all engineering service departments, Rand Water and emergency services of the local authority have 24-hour access to the HOA and unlimited use of the servitude areas for the purposes of

maintaining the local authority installations and to provide services to the residents in the HOA;

1.2.1.10 to take responsibility for the maintenance and any other essential services not specifically taken over by the local authority;

and its powers shall extend to achieving this object directly and indirectly by taking all reasonable and lawful steps to accomplish this object and purpose.

1.2.2 All the property and income of the HOA, whether obtained by donations or profit by means of income generating activities and levies, must be used to further its objectives as stated above. No part of the HOA's income may be paid to an incorporator, member, or director unless:

1.2.2.1 The payment is reasonable remuneration for goods delivered and/or services rendered;

1.2.2.2 The payment constitutes reasonable reimbursements for expenses incurred in the course of a director's duties in furthering the object and purpose of the HOA;

1.2.2.3 The payment is an amount due and payable under a *bona fide* agreement between the HOA member, or director;

1.2.2.4 The payment is a fulfillment of any right arising from the advancement of the objective(s) of the HOA;

1.2.2.5 The HOA is obliged by law to do so.

1.2.3 Upon dissolution of the HOA its net assets must be distributed in the manner determined in accordance with Item 1(4) (b) of Schedule 2 of the Companies Act, 2008.

1.3 **ALTERATION OR AMENDMENT OF MEMORANDUM OF INCORPORATION**

This Memorandum of Incorporation of the HOA may be altered or amended –

a) in compliance with a court order in terms of the provisions of the Act; or

b) at any other time if a special resolution to amend it –

i. is proposed by:

a. the Directors of the company; or

b. members entitled to exercise at least 10% of the voting rights that may be exercised on such a resolution; and in addition,

ii. is adopted at a meeting of members.

1.4 **BODIES CORPORATE WITHIN THE HOA**

1.4.1 This Memorandum together with any rules promulgated in terms hereof shall apply to all members within the HOA as well as any Body Corporate which may now or in future exist within the boundaries of the HOA.

2. **ARTICLE 2 - MEMBERS AND DIRECTORS OF THE HOA**

2.1. **MEMBERSHIP**

2.1.1. Membership of the HOA shall be limited to any person who in terms of the Deeds Registries Act is reflected in the records of the Deeds Office concerned as the registered owner of any land in the HOA and to the developer in its capacity as such and represented by not more than 7 (SEVEN) nominees.

2.1.2. Where any Erf is owned by more than one person, all the registered owners of that erf shall together be deemed to be one Member of the HOA and have the rights and obligations of one Member of the HOA; provided however that all co-owners of any erf shall be jointly and severally liable for the due performance of any obligation to the HOA.

2.1.3. When a person becomes the registered owner of an erf in the scheme he shall automatically become a Member of the HOA and when he ceases to be the owner of any such erf in the scheme he *shall* automatically cease to be a Member of the HOA.

2.1.4. The *domicilium citandi et executandi* of each owner shall be the address of the erf registered in his name provided that such owner shall be entitled from time to time to change the said *domicilium* but that any new *domicilium* selected shall be situate in the Republic of South Africa and shall not be a post office box or *poste restante*, and that the change shall only be effective on receipt of written notice thereof by the HOA at its *domicilium*, which shall be the address of its duly appointed managing agent unless otherwise advised.

2.2. **RIGHTS AND OBLIGATIONS OF MEMBERS**

- 2.2.1. 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 *stipulatio alteri* (stipulation for the benefit of a third party) in favour of the HOA that such occupier shall be bound by all the terms and conditions of this Memorandum and such written agreement is lodged with the HOA prior to the proposed occupier taking occupation of the erf in question.
- 2.2.2. A registered owner of an erf shall not be entitled to at any time resign as a Member of the HOA.
- 2.2.3. The rights and obligations of a Member shall not be transferable and every Member shall:
- a) further, to the best of his ability, the objects and interests of the HOA;
 - b) pay all levies due by the Member to the HOA on due date without deduction or set-off;
 - c) sign all documents and do all things necessary to enable whatever servitudes may be required for services to be registered whether over or in favour of the access erf or any other erf in the Scheme and including the provision of security facilities;
- 2.2.4. Subject to the rights of membership prescribed by the Act and by this Memorandum, Membership shall confer upon each individual Member the following rights:
- 2.2.4.1. Subject provisions of clause 13 (voting rights) below more especially article 13.3, the right to nominate and elect the Directors of the HOA;

2.2.4.2. the right to receive copies of the annual financial statements of the HOA;

2.2.4.3. subject to the provisions of clause 13 (voting rights) below more especially article 13.3, the right to receive notice of, attend, speak and vote at general meetings of the HOA.

Nothing contained in this Memorandum shall prevent a Member from ceding his rights in terms of this Memorandum as security to the mortgagee of the Member's erf.

2.3. **OBLIGATION OF MEMBERS TO PAY LEVIES**

2.3.1. The Directors shall from time to time make levies upon the Member for the purpose of meeting all the expenses which the HOA has incurred or to which the Directors reasonably anticipate the HOA will incur in the attainment of its objects or the pursuit of its business.

2.3.2. The Directors 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 HOA 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 Directors may include in such estimate an amount to be held in reserve to meet anticipated expenditure not of an annual nature.

2.3.3. Each notice to each Member shall specify the contribution payable by that Member to such expenses and reserve fund.

- 2.3.4. Whilst the annual levy is due and payable *immediately and in full* on the acceptance of the annual budget by the members at the Annual General Meeting, the members shall be granted an indulgence by the Directors, which shall permit them to pay the annual levy in equal monthly instalments, in advance on the first day of each and every month of the financial year. 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.
- 2.3.5. In the event of the Directors for any reason whatsoever failing to prepare and timeously serve the estimate referred to above every Member shall until served with such estimate, continue to pay the levy previously imposed and shall after such service pay such levy as may be specified in the notice, in the manner specified in the notice referred to in article 2.3.2.
- 2.3.6. The Directors may from time to time impose special levies upon the Members in respect of all expenses as are mentioned in article 2.3.1, which are not included in any estimate made in terms of article 2.3.2 and may in imposing such levies further determine the terms of payment thereof.
- 2.3.7. Any special levy imposed shall be payable on the passing of a resolution to that effect by the Directors and shall be payable by the owner of the erf at the time that the resolution is passed.
- 2.3.8. The Directors shall be empowered in addition to such other rights as the HOA may have in law 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 prime bank lending rate plus 5 percent.
- 2.3.9. Any amount due by a Member by way of levy and interest shall be a debt due by him to the HOA. The obligation of a Member to

pay a levy and interest shall cease upon his ceasing to be a Member without prejudice to the HOA's right to recover arrear levies and interest. Notwithstanding that a member ceases to be such the HOA 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 HOA upon his ceasing to be a member. Further, a member on ceasing to be a member shall have no claims whatsoever on any other monies held by the HOA whether obtained by way of sale of HOA assets or otherwise.

2.3.10. Any Member who has consolidated or notarially tied two or more portions of land as shown on the general plan, shall be liable to contribute a monthly levy on each erven as if the erven were separate as before the consolidation.

2.3.11. No levies or interest paid by a Member shall under any circumstances be repayable by the HOA upon his ceasing to be a Member.

2.3.12. 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 attributable to that erf including any special levy which will be payable subsequent to transfer of the said erf.

2.3.13. Should the HOA institute legal action against any member for and/or in relation to arrear levies, the costs thereof including collection commission, will be recoverable against such member on an attorney and own client scale and will be debited to such owners levy account and be payable within the same time periods as would a normal levy.

2.3.14. The developer shall be liable for levies on the same basis as any other member in respect of proclaimed erven only.

2.3.15. No member shall be entitled to any of the privileges of membership unless and until he shall have paid every levy and interest, and fines or penalties or any other sum, if any, which may be due and payable by that member to the HOA, from whatsoever cause arising.

2.4 **RESTRICTION ON TRANSFER OF LAND**

2.4.1 No member shall transfer land or a unit in the Township:

2.4.1.1 Unless the HOA, under the hand of two Directors (or a Director and the Managing Agent so appointed), has certified in writing that the member has fulfilled all his financial and any other obligations in terms of this Memorandum in respect of the period up to and including date of registration of transfer of the unit or erf into the name of the purchaser, and that the dwelling conforms to the rules of the company in respect of that dwelling and all improvements to that stand.

2.4.1.2 Only accredited Estate Agents will be permitted to sell property within the HOA.

2.4.1.3 All prospective buyers 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 distribution of leaflets or by erecting "for Sale" boards without the consent of the HOA.

- 2.4.1.4 All sale agreements must make reference of the fact that purchasers are to become members of the HOA and are to consider themselves bound by this Memorandum as well as any other rules (as amended) applicable to the HOA.
- 2.4.1.5 All purchasers are to be made aware of the fact that the title deed of the properties within the HOA 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 HOA and be subject to its constitution until he ceases to be an owner as aforesaid.
- 2.4.1.6 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 HOA to become a member of the HOA.

2.5 **ACCREDITATION OF ESTATE AGENTS**

- 2.5.1 All estate agents wishing to sell property with sale or lease/let property within the HOA shall firstly be accredited by the HOA by signing an agreement with the HOA (Annexure "D") 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 HOA relating to the letting or selling of property within the HOA.
- 2.5.2 A list of all accredited estate agents will be made available by the HOA upon request by any member.

2.6 **DIRECTORS**

2.6.1 There shall be a Board of Directors of the Association, which shall consist of at least three and a maximum of seven persons but shall always for the sake of majority voting be an odd number.

2.6.2 A Director shall be an individual but need not be a Member of the Association. A Director however, by accepting his appointment to office as such, shall be deemed to have agreed to be bound by all the provisions of this Memorandum.

2.7 **REMOVAL AND ROTATION OF DIRECTORS**

2.7.1 Each Director shall continue to hold office from the date of his appointment until the next annual general meeting following his appointment, at which meeting each Director shall be deemed to have retired from office but will be eligible for re-election to the Board of Directors as such meeting, subject at all times to the provisions of the Act.

2.7.2 A Director shall be deemed to have vacated his office upon his having become disqualified to act as a Director in terms of the provisions of the Act and/or at the date upon which he has failed and/or neglected to make payment of each and every sum due by him to the HOA by way of levy and interest or any other amount, if any, and has failed to rectify such non-payment within 14 days upon written demand by the remaining directors;

2.7.3 In terms of section 69 of the Act a person is disqualified to be a director of a company if—

- a) a court has prohibited that person to be a director, or declared the person to be delinquent in terms of section 162, or in terms of section 47 of the Close Corporations Act, 1984 (Act No. 69 of 1984); or
- b) subject to subsections (9) to (12), the person—
 - i. is an unrehabilitated insolvent;
 - ii. is prohibited in terms of any public regulation to be a director of the company;
 - iii. has been removed from an office of trust, on the grounds of misconduct involving dishonesty; or
 - iv. has been convicted, in the Republic or elsewhere, and imprisoned without the option of a fine, or fined more than the prescribed amount, for theft, fraud, forgery, perjury or an offence—
 - aa) involving fraud, misrepresentation or dishonesty;
 - bb) in connection with the promotion, formation or management of a company, or in connection with any act contemplated in subsection (2) or (5); or
 - cc) under this Act, the Insolvency Act, 1936 (Act No. 24 of 1936), the Close Corporations Act, 1984, the Competition Act, the Financial Intelligence Centre Act, 2001 (Act No. 38 of 2001), the Securities Services Act, 2004 (Act No. 36 of 2004), or Chapter 2 of the Prevention and

Combating of Corruption Activities Act, 2004
(Act No. 12 of 2004).

2.7.4 Upon any vacancy occurring in the Board of Directors prior to the next annual general meeting, the vacancy in question shall be filled by a person nominated by those remaining for the time being of the Board of Directors.

2.8 **CHAIRMAN AND VICE CHAIRMAN**

2.8.1 The Directors shall within 14 (Fourteen) days after each annual general meeting appoint from their number a Chairman and Vice Chairman, who shall hold office until the next annual general meeting after the said appointments, provided that the office of the chairman and vice chairman shall be *ipso facto* vacated by a director holding office as such upon him ceasing to be a director for any reason. Should either the Chairman or the Vice Chairman cease to be a Director then their respective office will be vacated simultaneously with them no longer being a Director.

2.8.2 No one Director shall be appointed to more than one of the aforesaid offices. In the event of any vacancy occurring in either of the aforesaid offices at any time the Board of Directors shall immediately appoint one of their number as a replacement in such office.

2.8.3 Except as otherwise herein provided, the Chairman shall preside at all meetings of the Board of Directors and all General Meetings of 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.

2.9 **DIRECTORS' EXPENSES**

Directors shall be entitled to be repaid all reasonable and *bona fide* expenses incurred by them in the performance of their duties as Directors. Save as aforesaid, Directors shall not be entitled to any remuneration for the performance of their duties in terms hereof.

2.10 **POWERS OF DIRECTORS**

2.10.1 Subject to the provisions hereof the Directors 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 including the right of appointment and dismissal of the Managing Agent, to 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 this Memorandum required to be exercised or done by the Association in General Meeting.

2.10.2 Save as specifically provided herein, the Directors shall at all times have the right to engage on behalf of the Association the services of accountants, auditors, attorneys, advocates, architects, engineers, a managing agent or any other professional firm or person or other employees whatsoever for any reasons deemed necessary by the Directors and on such terms as the Director shall decide.

2.10.3 The Directors shall further have power to:

2.10.3.1 require the submission of building plans for approval of such plans, drawings, specification and other information as they may deem

necessary to ensure compliance by members of this memorandum;

2.10.3.2 require that any works being constructed within the Scheme shall be supervised to ensure that the provisions of this Memorandum and of the rules are complied with and that all work is performed in a proper manner;

2.10.3.3 determine the access to the HOA and to the erven within the HOA;

2.10.3.4 determine the security facilities to be installed and the operation thereof for the protection of the HOA and the erven within the HOA;

2.10.3.5 issue an architectural and environmental design and maintenance manual in respect of the Scheme.

2.10.4 The Board of Directors shall have the right to co-opt onto the board any person or persons and who need not necessarily be a Member of the Association.

2.10.5 The Directors shall be entitled to appoint committees consisting of Members and outsiders, including the Managing Agent, as they may deem fit and to delegate to such committees all necessary functions, powers and duties as they may deem fit. The Directors may vary or revoke such appointments and delegations as the Directors may from time to time deem necessary.

- 2.10.6 The Directors shall appoint an architectural review committee which shall consist of:
- 2.10.6.1 a practising professional architect who is duly qualified to practice as such;
 - 2.10.6.2 such committee members as the Directors may determine.
 - 2.10.6.3 Members of the architectural review committee shall not necessarily be required to be Members of the Association.
 - 2.10.6.4 All plans for buildings, outbuildings, structures, additions, alterations and all plans for all works shall be submitted by the Directors to the architectural review committee and the Director shall not approve any plan unless such plan shall first have been approved by the architectural review committee.
- 2.10.7 The developer shall have the sole and exclusive right, which it may exercise in its sole discretion as when it so requires to expand the nature area with:
- 2.10.7.1 An additional area of approximately 150 hectare north of the HOA;
 - 2.10.7.2 An additional area of approximately 220 hectare further south, being the Johannesburg Municipality Zoo area;
 - 2.10.7.3 The proposed PWV16 area.

- 2.10.8 The costs of the proposed expansion referred to in paragraph 2.10.7 above shall be borne by the developer.
- 2.10.9 In the event that the developer expanding as referred to in clause 2.10.7 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 damages of whatever nature.
- 2.10.10 For the purposes of 2.10.7 the developer shall be entitled at any time:
- 2.10.10.1 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 reasonable necessary for the protection of any person or property against injury or damage arising out of that work; and
 - 2.10.10.2 to such right of access to the HOA or additional nature areas as is reasonably necessary for the carrying out of that work.
- 2.10.11 In exercising its right in terms of 2.10.7 and/or 2.10.10 the developer shall:
- 2.10.11.1 not unnecessarily or unreasonably interfere with the beneficial occupation of members;

- 2.10.11.2 carry out such work as quickly as possible in the circumstances;
 - 2.10.11.3 not be responsible for any loss or damage to person or property arising out of the execution of that work; and
 - 2.10.11.4 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.
- 2.10.12 The right granted to the developer in terms of 2.10.7 is irrevocable and absolute and may not be amended, limited or removed by the directors or members in any way whatsoever.

2.11 **PROCEEDINGS OF DIRECTORS**

- 2.11.1 The Directors may meet to attend to their business, adjourn and otherwise regulate their meetings as they think fit, subject to the provisions of this Memorandum.
- 2.11.2 The quorum for the holding of any meeting of the Directors shall be 3 (THREE) Directors. Any resolution passed by the Board of Directors shall be carried on a simple majority of all votes cast. Should there be an equality of votes for and against any resolution; the resolution shall be deemed to have been defeated.
- 2.11.3 The Directors shall cause the minutes of each meeting to be kept in accordance with Section 204 of the Act, which minutes shall be reduced to writing and signed as correct by the Chairman at the next meeting of Directors. All minutes of Directors meetings shall, after certification be placed in a

Directors' Minute Book which shall be kept in accordance with the provisions of the law relating to keeping minutes of meetings of directors of companies. The Directors' Minute Book shall be open for inspection at all reasonable times by any Director, the Auditors, the Members and the Managing Agent.

2.11.4 Subject to the provisions of this Memorandum, the proceedings of any Directors meeting shall be conducted in such reasonable manner and form as the Chairman of the meeting shall direct.

2.11.5 A resolution signed by all the Directors shall be valid in all respects as if it had been duly passed at a meeting of the Board of Directors.

2.12 **GENERAL MEETINGS**

2.12.1 The Company shall hold an annual general meeting not later than 6 (six) months after the end of each financial year of the Company.

2.12.2 The Directors may, whenever they think fit, convene a general meeting and the secretary shall convene a general meeting if a general meeting is requisitioned in terms of the Act. If at any time there are, within the Republic, insufficient Directors capable of acting to form a quorum, any Director or Member of the Company may convene a general meeting in the same manner, as nearly as possible, as that in which meetings may be convened by the Directors.

2.12.3 Subject to the provisions of the Act, general meetings shall be held at such time and place as the Directors shall determine.

2.12.4 The HOA is not required to hold any members meetings other than those specifically required by this Memorandum of Incorporation and the Companies Act, 2008

2.13 **NOTICE OF GENERAL MEETING**

2.13.1 Subject to the provisions of the Act an annual general meeting and a meeting called for the passing of a special resolution shall be called on not less than twenty one (21) days' notice in writing and any other general meeting shall be called on not less than 14 (fourteen) day's notice in writing, such number to be calculated excluding both the first and last day.

2.13.2 The notice of a meeting of the Company shall specify –

2.13.2.1 the place;

2.13.2.2 the date and time of the meeting; and

2.13.2.3 in the case of special business, the general nature of such business;

and shall be given in the manner hereinafter provided or in such other manner as may be prescribed by the Company in general meeting and to such persons as are, under this Memorandum entitled to receive such notices from the Company.

2.13.3 Notwithstanding the provisions of this Memorandum, but subject always to the Act:

- 2.13.4 a general meeting shall, notwithstanding that it is called by shorter notice than that specified in this Memorandum, be deemed to have been duly called if it is so agreed by a majority in number of the Members having a right to attend and vote at the meeting, who hold not less than ninety five per centum of the total voting rights of all the Members;
- 2.13.5 a general meeting shall be entitled to deal with special business, the general nature of which has not been notified, if it is so agreed by a majority of the Members present having a right to attend and vote at the meeting, who between them hold not less than fifty per centum of the total voting rights of the Members.
- 2.13.6 The accidental omission to give notice of a meeting or of any resolution, or give any other notification, or present any document required to be given or sent in terms of this memorandum 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 same, shall not invalidate the proceedings at any meeting or shall not invalidate any resolution passed at any meeting.

2.14 **AGENDA**

- 2.14.1 In addition to any other matters required by the Act or in terms of this Memorandum to be dealt with at an Annual General Meeting, the following matters shall be dealt with at every Annual General Meeting –

2.14.1.1 the consideration of the Chairman's report;

- 2.14.1.2 the election of Directors;
 - 2.14.1.3 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;
 - 2.14.1.4 the consideration of the accounts of the Association for the preceding financial year;
 - 2.14.1.5 the consideration of the report of the Auditors and the determination of remuneration for the Auditors.
- 2.14.2 In the event that a member of the Company wishes to include any special business onto the agenda he is required to notify the chairman or the managing agent of such special business, in writing, no later than 48 (FORTY EIGHT) hours before the general meeting.

2.15 **PROCEEDINGS AT GENERAL MEETINGS**

- 2.15.1 The annual general meeting shall deal with and dispose of all matters prescribed by the Act, including the consideration of the annual financial statements, the election of Directors and the appointment of an Auditor and the determination of the remuneration of the Auditor, the appointment of the managing agent and determination of the managing agent's contract, and may deal with any other business laid before it and of which notice has been duly given in terms of this Memorandum or in respect of which notice has been waived.
- 2.15.2 Where a company or other corporate body is a Member of the Company it may, in the appropriate manner, nominate any person it deems fit to act as its authorised representative at

any general meeting and such authorised representative shall be entitled to exercise the same rights and powers which that corporate body would have had at that meeting as if it were a natural person and present in person or by proxy.

2.15.3 Business may be transacted at a general meeting only while a quorum of Members is present.

2.16 **QUORUM FOR MEMBERS MEETING**

2.16.1 No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds. The quorum requirement for a members meeting to begin, or for a matter to be considered is –

2.16.1.1 **25% of all members present in person or by proxy or by representative recognised in law** as set out in section 64 (1), without variation.

2.16.1.2 If within half an hour after the time appointed for the general meeting a quorum is not present, the general meeting, if convened upon requisition of the Members, shall be dissolved. In any other case the general meeting shall stand adjourned to the same day in the next week at the same time and place, or if that day is not a business day to the next succeeding business day, and if at such adjourned general meeting a quorum is not present within half an hour after the time appointed for the meeting, the Members present in person or represented by proxy shall constitute a quorum.

- 2.16.2 The Chairman of the Board of Directors shall preside as chairman at every general meeting of the Company.
- 2.16.3 If there is no such Chairman or if at any general meeting he is not present within 15 minutes after the time appointed for the holding of the meeting or if he is unwilling to act as Chairman, the Directors shall choose a Director to act as Chairman and, failing any Director present and willing to act, the Members present shall elect a Chairman of the meeting. A person elected to chair a meeting need not be a member of the company but may not be the managing agent or a representative or employee of the managing agent.
- 2.16.4 The Chairman of a general meeting at which a quorum is present may (and shall if so directed by the meeting) adjourn the meeting to a different time or place but no business shall be transacted at any adjourned meeting other than business left unfinished at the meeting at which the adjournment took place. Subject to the Act, when a meeting is adjourned it shall not be necessary to give notice thereof.
- 2.16.5 No resolution at a general meeting will require a seconder.

2.17 **VOTING**

At every general meeting:

- 2.17.1 the Developer shall have 200 (TWO HUNDRED) votes in addition to the votes conferred upon it in terms of 2.17.2 below, provided however that this provision shall apply during the Development period only;
- 2.17.2 whether on a show of hands or on a poll, every Member present in person or represented by proxy and if a Member is a legal entity, its representative, shall have 1 (one) vote only.

- 2.17.3 If an erf or a portion of an erf in the Scheme is registered in the name of more than one person, then all such co-owners shall jointly have one vote.
- 2.17.4 Subject to the provisions of this Memorandum, no person other than a duly registered Member who has paid every levy and other sum, if any, which is due and payable to the Company in respect of or arising out of his Membership and any director who is not under suspension in terms of paragraph 2.7.2, shall be entitled to vote on any question, either personally or by proxy, at any general meeting. In addition no person who is in arrear of any amount owing to the HOA may carry the proxy of another owner.
- 2.17.5 At any general meeting a resolution put to the vote shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by any person entitled to vote at the meeting. No poll shall, however, be demanded on the election of the Chairman of the meeting or on any question of adjournment. Unless a poll is demanded, a declaration by the Chairman of the meeting that a resolution has, on a show of hands, been carried or carried unanimously or by a particular majority or negative and on entry to that effect in the minute book contemplated in clause 0 below shall be conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against such resolution.
- 2.17.5 If a poll is demanded:
- 2.17.5.1 the poll shall be taken in such manner and at such time as the Chairman of the meeting shall direct;

- 2.17.5.2 the Chairman of the meeting shall be entitled to appoint scrutinisers;
- 2.17.5.3 no notice of a poll other than an announcement at the meeting at which it is demanded shall be required;
- 2.17.5.4 the demand for a poll shall not prevent the continuation of the meeting for the transaction of any business other than the question on which the poll has been demanded;
- 2.17.5.5 a demand for a poll may be withdrawn;
- 2.17.5.6 the result of a poll shall be deemed to be the resolution of the meeting on any question on which the poll is taken.
- 2.17.6 In the case of an equality of votes, whether on a show of hands or a poll, the Chairman of the general meeting of members at which the show of hands takes place or at which the poll is taken shall **not be** entitled to a second or casting vote and the poll would be deemed to have been defeated.
- 2.17.7 Any objection to the admissibility of a vote on a show of hands or on a poll shall be raised at the general meeting at which that show of hands or poll is to take place or takes place. That objection shall be determined by the Chairman of that general meeting and his decision thereon shall be final and binding. Accordingly, any vote not disallowed at that meeting shall be valid for all purposes.
- 2.17.8 A resolution shall not be invalid because a vote which should not have been included has been taken into account unless, in the opinion of the Chairman of that meeting (whose

decisions thereon shall be final and binding), the exclusion of that vote would have altered the result of the voting on that resolution. Conversely a resolution shall not be invalid because a vote which should have been included has not been taken into account unless, in the opinion of the Chairman of that meeting (whose decisions thereon shall be final and binding), the inclusion of that vote would have altered the result of the voting on that resolution.

2.18 **RESOLUTIONS**

2.18.6 **MEMBERS RESOLUTION**

2.18.6.1 For an ordinary resolution to be adopted at a members meeting, it must be supported by at least –

- a) 50% of the members who voted on the resolution, as provided in section 65 (7)

2.18.6.2 For a special resolution to be adopted at a members meeting, it must be supported by at least –

- a) 75 % of the members who voted on the resolution, as provided in section 65 (7).

2.18.7 A resolution in writing signed by all the Members entitled to receive notice and attend and vote at the general meeting and inserted in the minute book kept in terms of clause 20 (minutes and inspection) shall be as valid and effective as if it had been passed at a general meeting duly called and constituted.

2.19 **MINUTES AND INSPECTION**

- 2.19.6 The Directors shall cause a record to be made of all resolutions of the Company in general meeting in a book provided for that purpose.
- 2.19.7 The minutes kept in terms of clause 2.19.6 above (or any extract thereof) which purports to be signed by the Chairman of the Board of Directors or by any Director shall be *prima facie* evidence of the matters therein stated.
- 2.19.8 The minute book shall be open for inspection and may be copied as provided in the Act.

2.20 **PROXIES**

- 2.20.6 A Member entitled to vote at a general meeting shall be entitled to appoint one person or more than one person in the alternative to each other as his proxy/ies to attend, speak and vote at a general meeting on his behalf.
- 2.20.7 No person other than a duly registered Member who has paid every levy and other sum, if any, which is due and payable to the Company in respect of or arising out of his Membership shall be entitled to vote on any question, either personally or by proxy, at any general meeting. In addition no person who is in arrear of any amount owing to the HOA may vote at any meeting of the HOA or carry the proxy of another owner.
- 2.20.8 A proxy need not be a member of the Company.
- 2.20.9 The instrument appointing a proxy shall be in writing under the hand of the appointer or his agent duly authorised in writing or, if the appointer is a corporate body, under the

hand of the authorised representative. A proxy need not be witnessed. Whether he is himself a Member or not, the holder of a general or special power of attorney given by a Member shall, if duly authorised under that power to attend and take part in meetings and proceedings of the Company or companies generally, be entitled to attend general meetings and to vote thereat.

- 2.20.10 A proxy form may be issued at the Company's expense only if it is sent to all Members who are entitled to attend and vote at the general meeting to which the proxy form relates.
- 2.20.11 The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed, (or a notarially certified copy of such power or authority) shall be deposited at the office not less than forty-eight (48) hours (or at such other place and such lesser period as the Directors may determine in relation to any particular meeting) before the time for the holding of the meeting which the person named in the instrument proposes to speak and vote. A form of power of attorney or proxy shall be invalid if this clause is not complied with.
- 2.20.12 Except insofar as the form appointing a proxy indicates otherwise, the appointment of a proxy shall be deemed to include the right to demand or join in demanding a poll and (except to the extent to which the proxy is specially directed to vote for or against or to abstain from voting on any proposal or resolution), the power generally to act for the Member giving that proxy at the general meeting in question as the proxy may deem fit. Unless the contrary is stated therein, the form appointing a proxy shall be valid for each adjournment of the general meeting to which it relates.

2.20.13 No instrument appointing a proxy shall be valid after the expiration of 6 (six) months from the date on which it were signed unless specifically stated to the contrary in the instrument of proxy itself.

2.20.14 The instrument appointing a proxy may be in any usual or common form approved by the Directors but shall be so worded that the holder thereof may vote for or against or abstain from voting on any one.

2.21 **MEMBERS' RIGHT TO REQUISITION A MEETING**

The right of members entitled to vote to requisition a meeting, as set out in section 61 (3), may be exercised – by at least 10% of the voting members in writing at least 30 (thirty) days, as provided for in that section.

2.22 **LOCATION OF MEMBERS MEETINGS**

2.22.6 Members' meetings shall be held within the magisterial district in which the HOA is situated unless it is determined otherwise by the Directors and notice of the address at which the meeting is to be held, which address falls outside the magisterial district in which the scheme is situated, is clearly stipulated in the notice calling the meeting, subject to the following proviso:

2.22.6.1 If 10 (ten) percent of members to whom the notice convening the meeting is sent, *in writing* object to the address at which the meeting is to be held least 7 (seven) days before the meeting, the Directors shall have no alternative but to re-schedule the meeting to take place at an address within the magisterial district in which the scheme is situated.

2.22.6.2 The magisterial district is at present Alberton in the region of Johannesburg in the province of Gauteng, South Africa.

2.23 **INDEMNIFICATION OF DIRECTORS**

2.23.6 The authority of the HOA's Board of Directors to indemnify a director in respect of the defence of legal proceedings, as set out in section 78 (3) is limited, restricted or extended to the extent set out in Part F of Schedule 2.

2.23.7 The authority of the HOA's Board of Directors to purchase insurance to protect the HOA, or a director, as set out in section is not limited or restricted by this Memorandum of Incorporation.

2.23.8 The directors and the HOA shall not be held liable for any loss, damage, destruction, theft or death of any person or property within the Estate.

2.24 **OFFICERS AND COMMITTEES**

2.24.6 The Board of Directors may appoint any officers it considers necessary to better achieve the objects of the HOA.

2.24.7 The authority of the HOA's Board of Directors to appoint committees of directors, and to delegate to any such committee any of the authority of the Board as set out in section 72 (1), or to include in any such committee persons who are not directors, as set out in section 73 (2)(a) is not limited or restricted by this Memorandum of Incorporation.

3 **ARTICLE 3 - RULES PERTAINING TO THE HOA**

3.1 **DIRECTORS PROHIBITED FROM MAKING RULES**

Subject to any restriction imposed or direction given at a general meeting of the company the directors may from time to time make, add to, amend, repeal or suspend rules. The rules within the memorandum must be read in conjunction with the community participation rules (annexure “B”), which shall be binding on all members.

3.2 **ENVIRONMENTAL MANAGEMENT OF SCHEME**

3.2.1 **Refuse removal and disposal**

3.2.1.1 All refuse shall be kept in council bins and/or containers and shall be placed out of sight of roads, except when put out for collection by the council on the predetermined days and times.

3.2.1.2 Where any item of refuse is of such a size or nature that it cannot be conveniently removed by the refuse removal services provided or arranged by the HOA or by council, the Directors may give directions as to the manner in which such refuse shall be disposed.

3.2.1.3 Rubble and refuse shall not be dumped or discarded anywhere within or near the perimeter of the estate.

3.2.1.4 Should animals rip open refuse bags (which are not permitted) it will be the residents own responsibility to clean up the pavement and dispose of the rubble and/or refuse. Alternatively in the event that the HOA attends to this it may debit an additional charge to the owners levy account.

3.2.2 **Litter**

Residents shall ensure that no litter, including rubbish, dirt, cigarette butts, food scraps or any item of any nature whatsoever is discarded within the boundaries of the HOA.

3.2.3 **Pests and Vermin**

Each member shall keep his property free of vermin, including rats, and all other pests.

3.2.4 **Wildlife**

Wildlife within the estate is not to be disturbed by any means whatsoever and includes *inter alia* trapping and shooting. It is acknowledged that smaller wildlife such as hyrax (dassies) and mongoose roam freely in the estate. A wide variety of birdlife is also present. Due care should be taken when driving not to run wildlife over as the wildlife have right of way.

3.2.5 **Nature reserve**

Residents have free access to the nature reserve, picnic area and bird hide and do so at own risk. The HOA do not accept any responsibility for damage or any injuries of any kind whatsoever for any reason whatsoever. Any disturbance, collecting, trapping or hunting of fauna and flora in the nature reserve is strictly prohibited and is a punishable offence. Fishing and swimming in the dams are not allowed.

3.2.6 **Landscaping.**

Only indigenous plants are allowed in landscaping. All exotics and invader species such as kikuyu is prohibited. In this regard

only the plants set out in annexure “A” hereto shall be permitted to be planted.

3.3 RESPONSIBILITY FOR MAINTENANCE OF THE STREETScape AND ROADS

- 3.3.1 No resident shall do anything that detrimentally affects the amenities of the HOA or interfere with the use and enjoyment of the common property.
- 3.3.2 Each member is required to keep his erf clean, neat and in a good state of repair. Should an erf become unsightly, the Directors shall call upon such member to rectify the situation, detailing what remedies are required and giving the member a reasonable period for commencement and completion. If the member fails to comply with the Director’s requirements within the stipulated times, the member shall be in breach of this memorandum and the Directors shall be entitled to enter upon the erf or cause other persons on their instructions to enter upon the erf, in order to take the necessary steps to clean the erf and charge the owner of the erf by debiting his levy account for the cost thereof.
- 3.3.3 Kerbsides, pavements and front gardens may not be used as a storage facility for gardening, building and waste materials after occupation has been taken.
- 3.3.4 Building material may under no circumstances be dumped on the sidewalks or streets. No trees, plants or sidewalk lawn may be removed without the written permission of the HOA. Building works carried out by a resident requiring the delivery of bricks or building material requires written consent from the HOA to allow such material be placed on pavements or in the street. Owners are required to advise the HOA as to the

expected time frame such material will be required for. Contractors will be denied entry until proper approval has been obtained from the HOA. The owner will be liable for all damages in this regard.

- 3.3.5 Electricity boxes, generators and sprinkler boxes or any other structure which houses electrical components must be properly covered and suitably secured so as not to allow any tampering therewith. In addition any such structure must be screened from the view of neighbours and the street and properly maintained.
- 3.3.6 No trees, plants or sidewalk lawn forming part of the common property may be damaged, removed or planted without the permission of the HOA.
- 3.3.7 All property street numbers must be clearly marked and visible by day and night.
- 3.3.8 All roads are private roads and are subject to the control of the HOA as well as the Gauteng Road Traffic Ordinances.
- 3.3.9 All parks are private open spaces and are subject to use as approved by the HOA and no disorderly conduct will be tolerated within the private open spaces.
- 3.3.10 All inhabitants of the HOA shall ensure that their children are under adult supervision at all times when using private roads or private open spaces and/or the common property and/or the nature area and the HOA shall not accept any liability for any harm of any nature to a child while in the road area of in the parks or any common property.
- 3.3.11 The speed limit on all private roads is 40km per hour.

Pedestrians, cyclists, children and wildlife have right of way at all times.

- 3.3.12 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 or common property and will also not be permitted to drive or park on pavements, traffic circles or other prohibited areas.
- 3.3.13 Only licensed motorists will be permitted to drive or be in control of motorised vehicles. Any person caught driving within the HOA contrary to this paragraph will be reported to the local authorities should this be required.
- 3.3.14 All motorists must take due cognisance of the serenity and tranquillity of the HOA and must not be disruptive in their behaviour.
- 3.3.15 No noise pollution originating from power driven vehicles will be permitted upon the private roads within the HOA. The use of motorcycles, quad bikes or any other vehicle with noisy exhaust systems, save for entering and exiting the HOA, shall not be permitted.
- 3.3.16 Motor cycles and/or skateboards and/or roller skates are not allowed on pavements.
- 3.3.17 The HOA is primarily responsible for the maintenance and upkeep of all sidewalks and private open spaces and parks within the HOA. However residents are responsible to ensure that all sidewalks and areas between the road kerb and boundary wall of their property is maintained in an orderly and neat manner.

- 3.3.18 No parking will be allowed on sidewalks and no motorised vehicles will be permitted on sidewalks.
- 3.3.19 All street walling must be painted in a colour approved by the HOA and must conform and compliment the general appearance and aesthetics of the houses within the HOA.
- 3.3.20 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 housing structures or similar structures must not be permitted on the street front. Should any temporary structure be erected and the owner refuses to remove same, the HOA may do so at the cost of the owner.

3.4 **ERVEN**

3.4.1 **Undeveloped Erven**

3.4.1.1 Each vacant erf shall be cleaned on a regular basis to the satisfaction of the Directors and if not maintained the Directors shall have the right to enter onto and clean the erf at the member's expense and debit such cost to the member's levy account. Owners are further referred to the municipal bylaws relating hereto.

3.4.1.2 A member shall not construct any building or make any alteration to the exterior of his unit (including major garden structures, awnings, and pools) without the prior written consent of the Directors, which may not be unreasonably withheld.

- 3.4.1.3 All proposed plans in respect of building, construction and alteration must be approved in writing by the Directors prior to the commencement of such work.
- 3.4.1.4 The Directors shall be entitled, at their sole discretion, to refuse their consent to approve any plan for building or construction/alteration work in respect of an erf and/or unit as long as the member in question is in breach of any provision of this memorandum or is in arrear with his levy account.
- 3.4.1.5 No development of an erf by way of building or construction may commence or proceed whilst levies in respect of that erf in are in arrears.
- 3.4.1.6 In terms of the Gauteng Department of Agricultural ruling ROD GAUT 002/05-06/0135 dated 17 March 2006 all building work must be carried out during normal working hours and during weekdays only from 07:00 to 17:30. No building work is permitted over weekends or any public holiday.

3.5 **ALTERATIONS**

- 3.5.1 A member shall not make any alterations to his unit which shall prejudice the harmonious appearance of the buildings within the HOA.
- 3.5.2 Where the Directors approve applications from members in regard to any alteration plans, the member acknowledges that he:
 - 3.5.2.1 Accepts all legal and other liabilities and consequences thereof;

3.5.2.2 Shall obtain all required statutory approvals prior to the commencement of the alteration (e.g. municipal approval for building plans); and

3.5.2.3 Approval by the Directors is in respect of the proposed design only, and not of construction, stability, durability or suitability for purpose.

3.6 **ESTATE AGENTS AND LETTING AGENTS**

3.6.1 No "For Sale" or "To Let" signs shall be displayed anywhere in the HOA or on the pavements outside the HOA.

3.6.2 Members shall ensure that their agents operate on a "by appointment" basis and prospective buyers or tenants visiting the unit shall at all times be accompanied by the agent/an employee of the agent whilst within the boundaries of the HOA.

3.6.3 Members shall ensure that their agents do not erect any "for sale" or "show house" or "sold" boards or any other signage boards whatsoever.

3.6.4 Members shall ensure that their agent provide all potential buyers or lessees with copies of this Memorandum of Incorporation and current levy statement in respect of the unit prior to permitting such person to sign an agreement or make an offer to purchase or lease the property.

3.7 **LETTING AND RE-SALE – TENANTS**

3.7.1 Where a member intends to enter into a lease agreement, the member is obliged to provide to the lessee a copy of this Memorandum and any other relevant documents applicable to

occupancy of the unit and such lessee is to sign the provided copy of this Memorandum in evidence of him receiving same and his undertaking to abide by the terms hereof.

3.7.2 Each member that enters into a lease in respect of his unit/erf shall include in his lease agreement the following *provisos*:

3.7.2.1 The lessee provides an undertaking that he understands and acknowledges that he is bound by the Memorandum of Association and the Directives issued by the Directors from time to time;

3.7.2.2 The member shall give the HOA 10 days' notice that his unit will be let, giving details of the tenant and the dates of occupancy of the unit/erf.

3.7.3 The owner shall ensure that the contact telephone numbers of the owner as well as the tenant are made available to the HOA prior to the occupation of the tenant of the unit/erf.

3.7.4 Despite leasing the property, the owner shall always remain liable towards the HOA 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 neat and tidy at all times and that the garden is attended to on a regular basis, failing which the HOA may attend to the maintenance and upkeep and debit an additional cost to the owner's levy account which shall be payable as if it were a normal levy.

3.7.5 Where tenants continuously breach this memorandum, the owner may be requested to terminate the lease agreement and/or be held liable for a maximum fine implemented by the HOA and provision for this clause must be provided for in the lease agreement.

3.7.6 The member shall provide to the HOA a declaration signed by the lessee and witnessed with the wording

“The LESSEE [name and Id Number] acknowledges that upon occupation of [the UNIT/ERF number], that HE/SHE is fully bound and warrants HIS/HER compliance without reservation with the Memorandum of Incorporation of the MEYERSDAL NATURE ESTATE HOMEOWNERS ASSOCIATION and any/all other Rules or Directives applicable to the estate.”

3.8 USE OF UNITS AND ERVEN

3.8.1 MEYERSDAL NATURE ESTATE HOA is zoned for residential use ONLY.

3.8.2 Each member/resident shall take all reasonable measures to preserve the residential quality of the estate and warrants that he shall make no application to municipal or other authorities for business rights of whatsoever nature in respect of any unit in the estate.

3.8.3 No unit/erf shall be used for any purpose other than a single family residential property.

3.8.4 No unit or part thereof shall be used for storage of materials and/or the performance of activities that are not associated with or compatible with residential usage or which could present a danger or risk to the health or safety of any resident of the estate.

3.8.5 The facilities of units and the estate shall be used only for purposes that are the same or reasonably similar to the

purposes for which they have been designed. For example, garages may be used only for the parking of vehicles.

- 3.8.6 Loud music and electronic instruments should only be used with due consideration for fellow residents and as such at a volume which would not cause nuisance or disturb the peace and harmony of the community.
- 3.8.7 Merriment and all other rowdy activities should subside by no later than midnight.
- 3.8.8 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.
- 3.8.9 Washing must be suitably screened from the street front and neighbours.
- 3.8.10 No circulation of flyleaves will be permitted within the HOA without the prior written consent of the HOA.

4 **COMMON AREAS**

- 4.1.1 The HOA shall maintain the common property in the estate.
- 4.1.2 No resident shall damage any part of the common property.
- 4.1.3 The Directors shall be entitled to issue directives from time to time in respect of the common property including directives in respect of the roadway, the gatehouse, security and response systems, fences, lighting, water features, borehole irrigation, maintenance, drainage, perimeter walls and utilities.

5 **SECURITY**

5.1 **General Access Control**

5.1.1 Persons that are not members may be required to sign an entry document stating that they will abide by this Memorandum.

5.1.2 All visitors' vehicles entering the estate shall stop at the vehicular entrance to the estate. The security staff at the gate shall conduct the necessary implemented procedure to admit visitors. Entry will be refused if the above process cannot be concluded satisfactorily.

5.1.3 No visitors' vehicle shall enter the estate unless admitted by a member of the household being visited.

5.1.4 No hooting is permitted and security staff is not permitted to open exit gates except for deliveries and visitors.

5.1.5 No member shall permit the use of gate-opening devices by any person save a member of his household or overnight guests.

5.1.6 Members and residents shall have due regard for the security of the estate and shall not open the gates for unauthorised persons.

5.1.7 Main gate opening devices are to remain under the control of the member. The HOA must be advised immediately in the event of a gate-opening device being lost or stolen in order that the control's codes can be de-activated.

5.1.8 The security staff shall be permitted to allow access to:

- a. Public service vehicles including ambulances, police cars and fire engines; and
- b. Properly-identified municipal employees, without referring to a resident.

5.1.9 At the Director's discretion, it may any time be deemed necessary to require the searching of vehicles at entry and exit gates.

5.1.10 Security staff shall have the right to reserve admission.

5.1.11 Security staff shall have the right to detain any person on exit to determine his/her identity prior to exiting the estate.

5.1.12 Security staff shall, at their discretion search any vehicle entering or leaving the estate.

5.1.13 The Director's reserve to themselves the right to deactivate access devices of owners and/or members who are in arrear with their levy accounts and each and every owner acknowledges the fact that such deactivation does not amount to a prohibition of entry nor spoliation of property.

5.1.14 All security measures must be adhered to at all times and all residents must uphold the security systems implemented at the entrance gate.

5.1.15 All residents are to ensure that their employees, visitors, contractors, sub-contractors and invitees respect and uphold the security protocol of the HOA to ensure the safety of all.

- 5.1.16 All residents are to remain alert and not to ignore suspect or irregular situations and must immediately report any incident or suspicious activity to a director or member of the security staff.
- 5.1.17 In the event of a resident wishing to purchase their own burglar alarm systems they are to ensure that their systems are compatible with the security system of the HOA.
- 5.1.18 The HOA will be patrolled regularly by security staff and the gatehouse will be manned 24 hours a day.
- 5.1.19 Boundary palisade fencing is to be secured by electric fencing and access controlled by an access card system.
- 5.1.20 Residents are requested to ensure that telephone numbers are correctly submitted and regularly checked to ensure proper use of the security protocol.

5.1.2 **Staff Access Control**

- 5.1.2.1 The HOA shall be entitled to require that details (including ID numbers) of domestic staff of residents be supplied to it and shall furthermore be entitled to put into place such procedures as may be applicable for the control of access to the estate by domestic staff.
- 5.1.2.2 Residents' domestic staff shall adhere to the estate's access control procedures.

5.1.2.3 In the event of non-compliance the security staff are authorised to deny access by domestic staff to the estate.

6 SAFETY

6.1 No person shall discharge a firearm, air rifle, bow or any similar weapon anywhere on estate except in self-defence.

6.2 No explosives, crackers, fireworks or items of similar nature may at any time be exploded, lit or operated in any part of the estate.

6.3 A resident shall not store any hazardous and/or flammable substance in the estate, except to the extent of the keeping of such substances in such quantities as may reasonably be required for domestic use.

6.4 A resident shall not do or allow to be done any dangerous act on his erf or otherwise within the HOA.

6.5 No unauthorised persons are allowed onto building sites under construction. The member is obliged to implement measures to prevent accidental access and also to provide suitable warning signage.

6.6 Residents shall ensure that their children and the children of members of their households, domestic employees, visitors and guests:

6.6.1.1 are aware of the estate's features, including roads, building sites, pools and water features and the risks thereof; and

6.6.1.2 do not pose a safety threat to themselves or to any

other person or driver in the estate.

7. **DOMESTIC STAFF**

7.1 A Resident shall ensure that –

Domestic staff do not host overnight guests on a regular basis;

7.2 Domestic staff –

7.2.1.1 Do not loiter or congregate outside units or on common property, including the Gatehouse; (ii) do not make undue noise;

7.2.1.2 The activities of domestic staff should be kept at a level that does not disturb to the owners of adjoining properties.

8 **GOOD NEIGHBOURLINESS**

8.1 Members shall not cause nuisance to others, particularly in the playing of radios, musical instruments, hi-fis, television, and so on.

8.2 Vehicles, but particularly motorcycles, must have efficient silencer systems.

8.3 The mowing and/or edging of lawns, the use of leaf blowers, or the operation of any other noisy machinery including power tools, which may disturb neighbours, is not permitted between 18h00 to 08h00 unless there are exceptional circumstances approved by the HOA. These activities are, however, prohibited after 13h00 on Sundays and public holidays.

- 8.4 No hobby or other activity may be conducted if it causes a nuisance or undue noise.
- 8.5 Residents shall take all reasonable endeavours to ensure that there is no noise between the hours of 17h00pm and 08h00am.
- 8.6 Larger social functions (more than 10 guests) including braais and parties must be conducted with consideration for neighbours. The HOA requires that at least five days' notice of an intended function is given to all neighbours and that those neighbours' concerns must be taken into account by the resident in question. A nuisance is created if any neighbour's concerns are not met, or if music, noise or merry-making can be heard outside the boundaries of the applicable unit between –
- 8.6.1.1 Midnight on a Saturday and 12h00am on a Sunday;
- 8.6.1.2 20h00pm on a Sunday and 08h00am on a Monday, or
- 8.6.1.3 Between the hours of 22h00pm and 08h00am on no other day.
- 8.7 A Resident holding a larger social function or any other social occasion is deemed fully accountable for the behaviour of, and nuisance caused by his guests whilst within the estate including for any fines or penalties levied.
- 8.8 Very large social functions (more than 30 guest) that may cause disruption to security, parking and unacceptable levels of noise require special permission from the HOA, which shall be obtained at least 14 (fourteen) days before the event and any restrictions imposed by the HOA shall be strictly adhered to.
- 8.9 If, in the Directors' view, the frequency of social occasions at a unit creates, in itself, a nuisance to the estate, the HOA shall be

required to place reasonable restrictions on the Resident concerned to mitigate the nuisance and the Resident shall comply with such restrictions.

8.10 The Directors, in their sole discretion, may impose any restrictions they deem fit on any social functions.

8.11 No garments, household linen or washing of any nature shall be hung out or placed anywhere to dry except in an area designed for such purpose. Washing lines must be below the level of the yard walls and must be screened from public view from the street.

9 **PETS/ANIMALS**

9.1 A maximum of 2 (TWO) dogs per erf may be kept. No cats are permitted within the HOA.

9.2 No poultry (including pigeons and aviaries), livestock, wild animals of any nature, snakes and pigs may be kept under any circumstances.

9.3 Where dogs are kept there must be a suitable enclosure to prevent the dogs from straying off the resident's property and should be fitted with a collar identifying the name of the pet and the telephone number of the owner.

9.4 Should any domestic animal prove to be a continual nuisance to other residents of the estate including periods of continuous or intermittent barking, the HOA may call on the animal's owner to remove it from the estate and if the owner fails or refuses to do so, the Directors may impose penalties or take the necessary legal steps to compel the member or resident to remove the animal from the estate and recover any costs from the member

concerned without any prejudice to its rights to recover any fines that may have been imposed.

- 9.5 No dog shall be allowed off the resident's erf unless under the strict control of a responsible person and must at all times be on a leash.
- 9.6 If a dog fouls or digs holes on any part of the estate the dog's owner shall immediately remove the mess and/or repair the holes as the case may be.
- 9.7 No poultry, outside aviaries or apiaries are permitted.
- 9.8 No pest-like or dangerous breeds of pets may be kept, including rats, insects and/or poisonous reptiles.
- 9.9 Should a resident wish to bring a pit-bull terrier onto the estate he shall require the prior written consent of the Directors, and will be required to produce certificates confirming that the dog has undergone puppy-socialization training, as well as a certificate from an accredited animal behaviourist confirming that the dog's nature and inclination is not to be vicious or dangerous.
- 9.10 No pets will be allowed to roam free within the HOA and should pets be found unattended within the HOA they will be handed to the SPCA.
- 9.11 Should any pet attack any person within the boundaries of the HOA or become a nuisance in the HOA, the SPCA will be contacted immediately and be requested to remove the pet.
- 9.12 Owners are to ensure that pets are adequately taken care of.

9.13 **SLAUGHTERING OF ANIMALS FOR RELIGIOUS OR CULTURAL PURPOSES –**

- a) Slaughtering of animals for religious and cultural purposes only shall be permitted within the confines of an erf and shall at no time be performed on the common property (and not under any circumstances in the garden of an erf unless the residents of neighbouring erven have given their written consent thereto) subject to the following conditions –
- i) At least two weeks written notice of the intended religious or cultural event requiring such ritual slaughter shall be given to the Directors, specifying:
- a. The date and time of the proposed slaughter;
 - b. The type of animal to be slaughtered;
 - c. The name and qualifications of the person who will be carrying out the slaughter;
 - d. Confirmation that the animal will be brought onto the premises immediately prior to the ritual slaughter and that the carcass, and all remains of the animal, will be removed immediately from the premises after the act of ritual slaughter;
 - e. A notice from the local authority shall accompany the above notice confirming that all by-laws with regard to the ritual slaughter have been/will be complied with;
 - f. A notice from the health department shall accompany the above notice confirming that

health department specifications with regard to the ritual slaughter have been complied with;

- g. A certificate from the Society for the Prevention of Cruelty to Animals (SPCA) shall accompany the above notice confirming that an official from the SPCA will be present at the proposed event to ensure that the animal to be slaughtered will not endure unnecessary pain and suffering during such slaughter;
- h. Notice shall also be given to all adjacent units of the date and time of the proposed slaughter;
- i. failure to comply with the above requirements shall entitle the directors to prevent the act of ritual slaughter from taking place on the premises or debiting the unit owner concerned with any costs incurred until such time as their has been compliance with these provisions.

10 **DRIVING AND VEHICLES**

10.1 The HOA may, by means of appropriate signage, give direction as to the use of road or any portion of the road and failure by any person to obey this signage shall be a contravention of these Conduct Rules.

10.2 All persons driving on the estate shall observe and comply with the provisions of any road traffic legislation as fully and effectively as though the estate's road was a public road as defined in relevant legislation.

10.3 Hooting at the entrance, exit or anywhere within the estate is

strictly prohibited, except as a warning of imminent danger.

- 10.4 Drivers must always be on the lookout for pedestrians, cyclists and wildlife more especially children and wildlife crossing the roads within the estate.
- 10.5 No person shall store any vehicle, caravan, boat or the like in any place in the estate except in a structure built for this purpose approved in writing by the Directors and none of the aforementioned vehicles shall be left overnight on the common property.
- 10.6 No vehicle shall at any time block the thoroughfare of other vehicles on the estate's common property road.
- 10.7 The Directors shall cause any vehicle parked in contravention of these Rules to be towed away at the risk and expense of the Resident responsible for such vehicle.

11 **LEVIES**

- 11.1 Levies are due and payable in advance on the first day of each month.
- 11.2 A member whose levy account is in arrears in respect of levies, fines or penalties, legal fees and/or interest thereon by more than 15 days will receive a reminder from the HOA and an administration fee will be charged for such reminder and debited to the member's levy account.
- 11.3 The Directors shall determine from time to time the interest rate that shall be charged on all arrears amounts due for more than 15 days and it is recorded that compound interest will be charged on arrear amounts due.

- 11.4 All amounts outstanding for 45 days or longer (and where the member has not made suitable arrangements for payment), will be handed over to attorneys for collection of the outstanding amounts due, without any further notification to the member.
- 11.5 A member shall be liable for and pay all legal costs, including costs as between attorney and client, collection commission, expenses and charges incurred by the HOA in obtaining the recovery of arrear levies, or any other arrear amounts due and owing by such owner to the HOA and such costs shall be debited to such owners levy account and be payable in the same manner as a levy account would be payable.

12 **ARCHITECTURAL AND AESTHETIC GUIDELINE INTRODUCTION**

- 12.1 Nature estate living is a philosophy whereby man lives in harmony with nature. This is achieved through careful design, sensitive landscaping, energy efficiency and general conservation. The development of Meyersdal Nature Estate takes place in an environment characterised by the Klipriviersberg, which has a high conservation status. In order to protect, conserve and maintain the natural features of Meyersdal Nature Estate an Environmental Management Plan was implemented, which serves as basis for these design guidelines, for the built environment. This will ensure the long term sustainability of this exclusive natural environment.
- 12.2 Meyersdal Nature Estate encaptures the natural beauty and splendour of the Klipriviersberg and Highveld flora in a secure private estate. It offers exclusive residential opportunities for individuals wanting to enjoy living close to nature and insist on the highest standards of environmental quality.

12.3 **ARCHITECTURAL AND AESTHETIC COMMITTEE**

12.3.1 The Meyersdal Nature Estate Architectural and Aesthetic Committee were formed to ensure high quality standards for all building activities in the Meyersdal Nature Estate (“MNE”). The Committee consists of the following portfolios and current members:

12.3.1.1 Trustees appointed at the Annual General Meeting;

12.3.1.2 Estate Manager; and

12.3.2 Estate Architect – Gert Prinsloo. The functioning of the Committee is coordinated by the Estate Manager. 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.

12.3.3 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, i.e. civil, geo-technical or land stabilising experts (to stabilise soil erosion in open spaces), to quote one example. Should contact with these experts be required, the contact will be coordinated through the Estate Manager. For contact

details of the relevant experts you may also contact the Estate Manager.

12.4 **ALTERATIONS TO THIS DOCUMENT**

12.4.1 This is a working document, which may be updated from time to time, without notice.

12.4.2 With the natural course of time certain design criteria will evolve that will necessitate the updating of the Design Guidelines from time to time.

12.4.3 The onus is on the owner to ensure that his appointed architect, contractor or any other person is referring to the latest version of this document prior to commencing with the design of any building on the estate (check the version number and date in the front of this document)

13 **PRECEDENT**

No precedent on the Estate may be referred to by owners, or their architects, as motivation for any divergence from these Architectural Guidelines.

14 **NHBRC REGISTRATION**

14.1 Only contractors registered with the NHBRC may undertake construction work within Meyersdal Nature Estate.

14.2 Before any building activity may commence on the stand the owner on behalf of the contractor, or owner-builder, must lodge proof of registration with NHBRC with MNEHOA, both for:

14.2.1 the dwelling as pertained in the relevant legislation;

14.2.2 proof that the contractor, or owner-builder, is registered with NHBRC.

15. **OWNERS AS EMPLOYERS (of the Building Contractor)**

15.1 The stand owner is the employer of the Building Contractor and will indemnify the HOA from any cost, financial or otherwise, whether to the owner, Building Contractor, or any other party associated with the building operations, arising from the estate's prudent exercise of the rules and guidelines defined within this document.

15.2 Owners will, ultimately, be held liable for any damage or unreasonable disturbance inflicted on the Estate by the building contractor or any other party in his employ or contracted to him.

16 **CONTRACTORS GUIDELINE AND CODE OF CONDUCT**

16.1 The owner, as the employer of the Building Contractor, is ultimately responsible for conduct and discipline of all contractors, subcontractors and employees on site.

16.2 Contractors are required to sign a separate copy of this code (Annexure "C") and lodge a copy with the HOA or Estate Manager.

16.3 Upon the approval of building plans by the HOA the Rules of Conduct for Contractors automatically becomes binding on all contractors entering the estate, which rules form part of the plan approval process, and which rules forms part of the official documentation as part of this memorandum and is binding on all owners.

17 **VARIATIONS**

- 17.1 Any variations of any kind to the design or finish of any house or external works, that is contemplated, must first be submitted to the Aesthetical and Architectural Committee for its consideration.
- 17.2 Variations as a result of complications during construction, that require immediate action, can be discussed directly with the Estate Manager, and following his approval, may be implemented. In this case, amended drawings must be submitted to the HOA within two (2) weeks of such approval.

18 **GENERAL**

- 18.1 All buildings are to comply with the National Building Regulations.
- 18.2 Note must be taken of SANS 204 which was promulgated in November 2011, effective as from May 2012. All plans for dwellings after May 2012 must comply with SANS 204, which aims to improve energy efficiency of dwellings.
- 18.3 Building activities and/or construction and/or building is defined as any work undertaken to build a house, or any portion thereof, and includes any alterations, or the installation of paving, pools, landscaping, services, amenities or any work associated with building in the broadest terms.
- 18.4 A Contractor is defined as any person, skilled or unskilled, building, installing, improving or assisting someone to build, install, improve any portion or part of a house, or undertaking alteration to a house, or undertaking any work of any kind

whatsoever associated with building activities, landscaping, services installation or work associated with building activities in the broadest terms.

18.5 Completion of a house is defined as a house completed according to the approved building plans in all material respects, internally and externally, including all boundary walls, landscaping and paving and an occupation certificate has been issued by the local council.

18.6 Owner-builders are considered contractors until date of occupation and must comply with all rules for contractors, including working hours. Owner-builders are specifically not allowed to undertake any work of any kind whatsoever outside contractor working hours.

19 **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 the HOA and all conditions in the Environmental Management Plan.

19.1 **Introduction**

The HOA is the legally constituted representative of all owners of land in the estate and is 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 for Contractors referred to herein were adopted to ensure this.

19.2 **Legal status**

The rules governing building activities, referred to in this document, are rules adopted by the HOA and are therefore binding on all homeowners in terms of this memorandum. Furthermore, each homeowner is obliged to ensure that his building contractor and all his sub-contractors are made aware of the rules and comply with these rules. The rules in their entirety, therefore, form part of any building contract entered into in respect of any property in the estate. The HOA has the right to suspend any building activity in contravention of any of the rules and accepts no liability whatsoever for any losses sustained by a homeowner as a result thereof.

19.3 **Building rules**

- 19.3.1 All building activities have to comply with the conditions contained in the Environmental Management Plan.
- 19.3.2 All building has to be approved by the Local Authority, as required from time to time.
- 19.3.3 All building has to comply with NHBRC and National Building Regulations as promulgated from time to time.
- 19.3.4 All building activities must comply with Occupational Health and Safety (OHS) rules for which the owner of the stand accepts full responsibility and accountability. The HOA does not accept any OHS responsibility for any activity of private residential stands.
- 19.3.5 No building under construction, or building not completed according to the approved building plan, in

all material respect, will be allowed to be occupied, or partially occupied.

- 19.3.6 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 the Estate.
- 19.3.7 No littering by any contractors or their staff, or any sub-contractors or their staff on the Estate will be permitted.
- 19.3.8 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.
- 19.3.9 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 HOA, 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.
- 19.3.10 The HOA 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 the estate. Non-compliance will also result in

suspension of activities and/or denial of access to the Estate.

19.3.11 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.

20. **ENVIRONMENTAL DESIGN**

20.1 This unique residential estate is located in a high conservation priority area of the Klipriviersberg. It is the unspoiled natural beauty that is the estate's most priceless asset, and is the express intention of the present and future owners of this virgin piece of earth to prohibit any development that may negatively effect on its visual and ecological qualities.

20.2 The form and nature of the building work that will take place within the Estate will directly determine to what extent the inherent characteristics of the nature area will be affected. It would therefore be desirable to restrict the scale, height, materials and finishes of all proposed structures and to encourage extensive use of natural materials to minimise visual impact and ecological damage. To this end a set of principles, guidelines and controls have been formulated to guide and inform the future development of housing within the estate.

20.3 The implementation and maintenance of these guidelines and controls will ensure a development within which the following aims will be achieved:

20.3.1 A coordinated and aesthetically pleasing residential development to enhance the investment value of the

area as a whole, and individual properties in particular.

- 20.3.2 To safeguard the natural ecological balance and minimise any damage to the virgin habitat.
 - 20.3.3 To limit visual impact on the inherent natural beauty of the terrain.
 - 20.3.4 To assist individual owners, during the design and building processes, to achieve a coherent and pleasing aesthetic.
 - 20.3.5 To protect established properties from haphazard building development in their proximity.
- 20.4 As much of the indigenous vegetation should be retained as possible. Planting of alien/exotic or invader species will not be allowed.
- 20.5 The connection between climate and building is one of the primary determinants of the nature of architecture. Selective design is the process in which the building envelope is configured and constructed in such a manner as to make positive use of the beneficial elements of the naturally occurring climate.
- 20.6 The development of the site and its architectural forms can therefore be responsibly guided by sensitive ecological awareness. For example, the path of the sun, or solar geometry, will influence the development of built form, the use of fenestration and shading devices. The generation of solar and hydrogen power, planned gardening, maintenance and other activities directed towards conservation within the housing

precinct can be not only ecologically beneficial, but also economically sound as promulgated by SANS 204 effective from November 2011 on all new dwellings. More specifically, the following considerations would be generally present in an ecologically aware design approach.

21 **THE SITE**

- 21.1 The building should be orientated with reference to the sun, the existing land formation and vegetation to create privacy and protect architecture from climatic extremes.
- 21.2 Care should be taken when working the site to ensure conservation of the existing topsoil. Topsoil must be stored on site to be used in landscaping on completion of the building process.
- 21.3 Modification of the existing land formation should be kept to a minimum.
- 21.4 When planning supplementary planting, artificial irrigation should be kept to a minimum and consideration given to the prevention of soil erosion.
- 21.5 Climatic extremes can be moderate by using a combination of deciduous and evergreen trees to the north, north-west and north-east for summer shading.

22 **ARCHITECTURE**

- 22.1 Orientation and location are critical to optimize the benefits of solar radiation, day lighting, controlled air movement and thermal efficiency.

- 22.2 Careful and detailed site analysis is required to enable climate-responsive architectural forms, surfaces and openings to effectively respond to microclimatic sun, earth and water conditions.
- 22.3 Ergonomically designed homes conserve energy consumption.
- 22.4 Maximising the ratio of interior volumes to exterior surfaces conserves both energy and materials.
- 22.5 Treating outdoor spaces as part of the architectural design, and conversely indoor spaces as continuity of the outdoors, can afford a dynamic connection between the inhabitants and nature.
- 22.6 Providing cross ventilation of all interior rooms and spaces is a most effective form of natural cooling, thereby conserving energy.

23 **SOLAR MANIPULATION**

- 23.1 In the Gauteng climate, living spaces benefit by maximising northern exposure.
- 23.2 Maximum glass to the north, a moderate amount to the east and west and the minimum of glass to the south afford the best solar advantage.
- 23.3 Shading of openings should not be neglected for summer sun conditions.
- 23.4 Carefully designed roof overhangs on the sun-side of buildings can effectively control summer sun penetration, yet admit the gentler sun in winter.

- 23.5 Skylights are generally areas through which energy is lost, but correctly designed north-facing clerestory windows may be utilized to admit full winter sun, thereby conserving energy as well as providing welcome day lighting of deep interior spaces.
- 23.6 Windows in the north façade work best if not fully draped with solid curtaining; alternatively adjustable blinds that provide privacy while still allowing for solar gains during winter are a preferable option.

24 **VENTILATION**

- 24.1 Screened ventilation air-intakes are sometimes more effective than openable windows.
- 24.2 Windows best serve for day lighting, thermal gain, view, privacy control and interior space function.
- 24.3 Carefully located interior doors can aid and control the cross-ventilation of rooms and all interior spaces.
- 24.4 Wide interior doors improve interior air circulation, day lighting and view between interior spaces.
- 24.5 Exterior screen doors that double as insulated storm doors simultaneously provide access, summer ventilation and winter thermal protection.

25 **EXTERIOR AND INTERIOR COLOURS**

- 25.1 During cold seasons darker coloured exterior walls benefit from winter solar gains, but these should be protected from

overheating during summer months from the more steeply angled sun by means of roof overhangs.

25.2 The reflectivity of exterior earth and paving surfaces should be considered year-round regarding the influence they may have on the temperature of interior spaces, especially where there is a predominance of exterior glazing.

25.3 White or very light-coloured ceilings and interior side-walls allow for the deeper reflective penetration of natural light.

26 **SUBMISSION OF PLANS**

26.1 Building plans can only be submitted to the Local Council for building approval **after** it has been approved by the HOA Architectural and Aesthetical Committee.

26.2 Building plans must be submitted to the HOA management offices at the clubhouse on the estate at 1 Hazel Street, Meyersdal Nature Estate Ext 9, no later than 15:00 on a Wednesday to be considered by the Architectural Committee.

26.3 To facilitate the process of approval, design proposals should first be submitted to the Architectural Committee in sketch plan format, prior to final working drawings being prepared.

26.4 Sketch plans should at least comprise of:

26.4.1 a locality plan indicating the position of the erf;

26.4.2 a site plan also indicating the development platform and building platform;

- 26.4.3 roof and layout plans, sections and elevations including a description of the building envelope;
- 26.4.4 sufficient information to understand the appearance, arrangement and external finishes – including colours – of the proposed dwelling.
- 26.5 The committee will respond within 10 working days after submission. The Committee reserves the right to require amendments to be made to plans submitted as may be deemed necessary in order to comply with the Design Guidelines. The Committee can also request further information, drawings, samples of materials, etc., to be submitted as may reasonably be required in order to process and evaluate submissions.
- 26.6 After sketch plans have been approved – with amendments if required – working drawings must be submitted to the Committee in 3-fold. This submission must be made within 6 months of sketch plan approval after which the latter will lapse and the scrutiny fee will be payable again.
- 26.7 Final plans must include a site plan with contours and datum level, levels of floor plans in relation to contours, elevations, sections, drainage, storm water management, pool management, finishes and hard and soft landscaping.
- 26.8 The HOA Architectural and Aesthetical Committee will respond within 10 working days, will stamp the drawings with its approval (when given) and will return 2 copies to the applicant.
- 26.9 Drawings must then be submitted to the Local Council for their approval by the owner or architect.

26.10 These Design Guidelines are subordinate to the National Building Regulations and supplementary to the requirements of the Council. In the event of any conflict, the more restrictive provision shall apply.

26.11 Building work or site preparation may only commence once Council approval of the plans has been obtained, Contractors Code of Conduct has been signed and site requirements are complied with.

27. **THE APPROVAL PROCESS**

27.1 As stated in the herein, no building plan submitted for approval by the HOA Aesthetic Committee will be accepted and/or processed unless payment of levies by the member is fully up to date.

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

27.2.1 **Stage 1 (Sketch Plans)**

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 HOA;

27.2.2 **Stage 2 (Working Drawings)**

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.

27.2.3 The Stage 2 plans shall be accompanied by:

27.2.3.1 A **certificate from the architect**, who prepared the plans, confirming that the plans comply with these architectural guidelines.

27.2.3.2 A **certificate from a land surveyor** confirming the positions of the stand pegs as correct.

27.2.3.3 A **sidewalk deposit of R5000**.

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

28 **INFORMATION TO BE PROVIDED ON DRAWINGS SUBMITTED FOR STAGE 1 AND STAGE 2 APPROVALS**

28.1 **SITE DEVELOPMENT PLAN**

28.1.1 Parking areas (visitors' open and covered parking). Parking for a minimum of two vehicles must be provided that must not intrude onto the road reserve, not on the pavement and excludes the double garage required for each dwelling.

- 28.1.2 Open spaces (e.g. laundry yards, private gardens and landscaped areas).
- 28.1.3 Any existing trees (indicate which are to be retained).
- 28.1.4 Positioning of all buildings (different buildings must be easily identifiable).
- 28.1.5 Contours showing natural ground level prior to any excavation or earth moving on the erf.
- 28.1.6 Building lines, servitudes and other restrictions.
- 28.1.7 Storm water management.
- 28.1.8 Permitted coverage.
- 28.1.9 Actual coverage.
- 28.1.10 Permitted floor area ratio (FAR – 0,6).
- 28.1.11 Actual floor area ratio (FAR).
- 28.1.12 Cadastral information (i.e. boundary dimensions, north point, etc.).
- 28.1.13 Dimensions to the nearest buildings on adjacent erven (if applicable).
- 28.1.14 Proposed floor levels, ground contours and number of storeys. Ground floor must indicate levels with relation to NGL contours.

- 28.1.15 The erf numbers of the erven adjacent to the property, as well as adjacent street names.
- 28.1.16 Trees that are to be removed – for large trees approval must first be obtained from the Landscape Architect.
- 28.1.17 Swimming pool backwash management into sewer.
- 28.1.18 Draining of ponds and water features into sewer.
- 28.1.19 Washing lines, dustbin storage areas and other utility areas and their screening must be indicated.
- 28.1.20 Datum level from where to measure heights.
- 28.1.21 Boundary wall detail for side and street boundaries.
- 28.1.22 Window and door schedule must be included.
- 28.1.23 Any additional relevant information.

28.2 **ELEVATIONS**

Drawings must clearly show the proposed elevations of both the main and outbuildings. 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. The 10m height restriction above NGL contours must be clearly indicated.

28.3 **FLOOR PLANS**

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

28.3.2 Shafts or ducts for all plumbing must be shown on plans for all double storey dwellings.

28.3.3 Ground floor levels with relation to NGL contours must be indicated

28.4 **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.

28.5 **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.

28.6 **SCHEDULE OF FINISHES**

On signing the building contract, the relevant schedule of finishes decided upon in consultation with the building contractor and architect, will be attached to the building contract and form an integral part thereof. Due to the voluminous nature thereof, a comprehensive selection of the schedule of finishes cannot be attached hereto.

THE SIDEWALK DEPOSIT

A refundable “Sidewalk deposit” of **R5 000** shall be paid by each applicant to the Committee upon submission of his Stage 2 drawings to cover the costs of reinstating public sidewalks where the owner, or the building contractor, fail to comply to the satisfaction of the HOA with the following:

- 29.1 Replanting of grass or trees damaged through building activities.
- 29.2 Removal of rubble or rubbish left on the sidewalks or adjoining erven.
- 29.3 Repairs to any damaged street furniture; streetlights, litter bins, benches, etc.
- 29.4 Repairs to any damaged Eskom/Telkom boxes or any manhole covers.
- 29.5 Repairs to any damaged kerbs or storm water drains on the street side.
- 29.6 Repairs to any damaged paving and removal of concrete spilled on paved surfaces.
- 29.7 Repairs to damaged water irrigation pipes, valves or sprinklers.
- 29.8 Repairs to any cable or pipes damaged during any excavation activities.
- 29.9 Repairs to asphalt road surfaces and/or road markings.

29.10 Completion of buildings in accordance with approved building plans.

29.11 Completion of plaster and paint to both sides of erf boundary walls.

29.12 Containment of all plumbing to double storey dwellings in shafts or ducts.

29.13 Removal of all signboards.

30 **REFUNDING THE SIDEWALK DEPOSIT**

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 HOA 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. If expenses are to be incurred to accomplish the abovementioned, 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 or Estate Manager of the completed repairs of any damages, and after the final clearing of the stand, sidewalk and surrounding properties has been inspected.

31 **DEVIATION FROM PLANS**

Deviation from approved building plans is not allowed unless prior approval has been obtained from the Estate Manager. A building plan must be submitted to the HOA for approval for any deviations. Deviation from approved plans without HOA approval may result in penalties being imposed on the owner by the HOA at its discretion.

A scrutiny fee of **R1000** is payable to the HOA for all deviation plan submissions.

32 **RESTORING ROAD VERGE**

The road verge along any property will be restored to its original condition by the owner of such property after building work on the property has been completed. This must be done within thirty (30) days of the building contractor leaving the site. Failure to do such rehabilitation will result in the HOA undertaking the work and deducting the cost thereof from the owner's sidewalk deposit.

33 **TOWN-PLANNING CONTROLS**

33.1 **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 the Estate, 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.

33.2 **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 in the Estate, the maximum is one dwelling per stand.

33.3 **MINIMUM DWELLING SIZE**

A minimum total floor area (including garages and outbuildings) of 280m² is applicable to all dwellings in the HOA.

33.4 **FLOOR AREA RATIO (FAR)**

The maximum floor area ratio (bulk) that may be erected on all Residential One stands shall not exceed 0,6 (nought comma six).

33.5 **COVERAGE**

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

33.5.1 **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.

33.5.2 **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 exempted from FAR and are not

to exceed 500m² in total. Habitable spaces in basements are not exempted from the FAR calculation. Double volume spaces and staircases, however, are included in the calculation.

34 **COMMENCEMENT OF CONSTRUCTION**

- 34.1 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.
- 34.2 Before construction commences the homeowner must lodge the NHBRC registration of the dwelling and proof that the contractor is registered with the NHBRC to the HOA.
- 34.3 The owner is responsible to comply with Occupational Health and Safety legislation on his stand and absolve the HOA of all responsibility, accountability or litigation of any kind whatsoever relating to OHS legislation.

35 **SERVICES**

35.1 **WATER**

Water for household use in the HOA 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.

35.2 **SEWERAGE**

The sewerage connections for the Estate 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 Manager.

35.3 **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.

35.4 **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, or HOA, be held liable if telephone services are not available or cannot be timeously supplied by Telkom.

ARCHITECTURAL GUIDELINES

36. BACKGROUND

- 36.1 The purpose of these design guidelines is to encourage individual creativity while fostering a unity of materials and finish to ensure that the overall development harmonises to create a balanced lifestyle for all residents.
- 36.2 The main emphasis in these guidelines is on reducing visual impact of the buildings by means of sensitive integration into the landscape. This is achieved by breaking up the building forms into separate elements, carefully placed within natural contours, terracing down the slope with minimal cut and fill. Separate forms with individual roofs are an option – it will safeguard views from neighbouring properties and minimise the building mass.
- 36.3 The HOA does not warrant contrived stylistic/replica architecture – by remaining within the contextual guidelines, the long term value of each purchasers' investment will be protected. The appropriate aesthetic encouraged is on horizontal forms harmonising with the terrain. A careful selection of natural materials and textures along with a limited colour palette within a prescribed earthy colour range will serve to assist the forms to blend into the landscape. Dark non-reflective roofs assist to reduce the visual impact of the structure by creating an unobtrusive neutral lid to the buildings. While the wide eaves of a pitched roof primarily serve as sun control, they also prevent external reflection off the glass, and the shadow created serves to visually lower the roof earthwards. Door and window frames should be dark in colour thereby adding to the recessive nature of the openings.

- 36.4 The following guidelines will be implemented to ensure a sensitively constructed environment with a high quality aesthetic and maximum privacy:
- 36.4.1 Construction and improvements must commence within 36 months from the date of first registration of transfer of ownership of the particular stand. In order to reduce inconvenience to neighbours, as well as unsightliness, construction must proceed without lengthy interruptions and must be completed within 18 months from the date of commencement. Phased design and construction must be handled in such a way that the end of each phase is to be aesthetically acceptable to the HOA.
 - 36.4.2 The design of the dwelling unit and the entire stand must show a special sensitivity to the existing natural features, flora and topography.
 - 36.4.3 Permission is required before any existing trees are removed and all existing trees are to be shown on the site plan. Surrounding structures must be taken into account in the design process.
 - 36.4.4 No erf may be subdivided or rezoned for any other use than for a single dwelling with outbuildings.
 - 36.4.5 Erven may be consolidated with prior written permission from the HOA in which case the owner will be liable for the combined levy pertaining to each particular erf and any other costs i.e. the owner remains liable for the full levy on each erf as the status was before consolidation (if two stands are

consolidated into one stand the owner remains liable for two levies)

36.4.6 No borehole may be drilled on any erf.

36.4.7 All houses (including outbuildings) must be designed to conform with these architectural guidelines to the satisfaction of the HOA. The objective is to achieve an interesting range of mutually compatible house designs within the flexibility afforded by the approved architectural style, whilst avoiding monotonous uniformity.

36.4.8 All plans must be submitted for approval to the HOA for the approval by the Architectural and Aesthetical Committee. Only after this approval has been obtained in writing can plans be submitted to the local authority. It is the owner's responsibility to ensure that all plans are submitted and approved by both authorities prior to construction.

37 **BUILDING FORM**

37.1 It is recommended that the main building be broken into separate elements to reduce the visual impact.

37.2 Separate elements must be roofed individually.

37.3 Connecting structures to have lower roofs.

37.4 All structures to be directly attached to ground on a foundation – no stilts permitted unless supporting timber deck.

38 **HEIGHT RESTRICTION**

No double storey dwellings shall be higher than **10m from Natural Ground Level** (“NGL”) contours at any point, 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 (excluding the height of chimney stacks).

39 **BUILDING LINES**

No structures shall be erected within the building lines imposed.

39.1 **Street boundary**

- | | | | |
|--------|----------------|---|-----------------------------|
| 39.1.1 | Single storeys | - | 5m from the street boundary |
| 39.1.2 | Double storey | - | 5m from the street boundary |
| 39.1.3 | Garage | - | 5m from the street boundary |

39.2 **Side boundaries**

- | | | | |
|--------|----------------|---|-----------------------------|
| 39.2.1 | Single storeys | - | 2m from the side boundaries |
| 39.2.2 | Double storey | - | 3m from the side boundaries |

39.3 **Rear or Nature boundary**

- | | | | |
|--------|---------------|---|----------------------------------|
| 39.3.1 | Single storey | - | 3m from the rear/nature boundary |
| 39.3.2 | Double storey | - | 3m from the rear/nature boundary |

39.3.3 **The HOA will NOT consider, or approve, relaxation of building lines whatsoever.**

40 **STAND BOUNDARIES**

40.1 **Street boundary**

Owners are encouraged not to use fencing on the street boundary or within 2m from the street boundary, but rather to use bermed landscaping and/or structure of the buildings to create privacy and enclosure for children and pet animals or in compliance with item 30.

40.2 **Side boundaries**

40.2.1 Walling between stands shall not exceed 2,4m in height, shall be plastered and painted on both sides, and shall be of design and finish approved by the HOA or finished in face brick similar to, or complementing the dwelling design.

40.2.2 Walling below ground level must be waterproofed down to foundation level to prevent damage caused by dampness to neighbours' side of wall.

40.2.3 If face brick walls are intended for the boundary walls adjacent to neighbouring properties, these walls must be constructed to a 230mm brick wall thickness to allow for the neighbours side of the wall to have a stock brick finish that can be plastered.

40.2.4 As side boundaries are common shared boundaries between adjacent stands, owners are encouraged to willingly share the cost of such boundary walls, which

negotiations and agreement must be entered into between adjacent neighbouring owners.

40.2.4.1 Should owners agree to share the cost of the common boundary such boundary wall may be erected with the stand peg in the middle of such wall i.e. the peg is in the middle of the 230mm boundary wall with a single brick wall on each side of the peg.

40.2.4.2 Should owners NOT reach an agreement to share the cost of a common boundary wall such a boundary wall is then NOT a shared boundary wall in which case:

40.2.4.2.1 The boundary wall must be erected inside the peg i.e. on the inside of the peg of own stand.

40.2.4.2.2 No portion of the boundary wall, including foundation for the wall, may encroach whatsoever onto the neighbouring property of the non-contributing owner.

40.2.4.3 Where an owner decided NOT to contribute to the cost of a shared common boundary wall, and such wall has been erected outside his boundary peg, that wall is considered NOT to be on his property and is the sole property of the neighbour in which case:

40.2.4.3.1 A boundary wall, following the same profile and height as the existing wall, must be erected on the inside of the stand peg.

40.2.4.3.2 No portion of the new boundary wall may extend beyond the existing wall whatsoever.

40.2.4.3.3 As the existing wall is outside the owners property the non-contributing owners has no right or ownership whatsoever to that wall and no right whatsoever to plaster and paint the existing wall outside the property

40.2.5 Provision must be made for weep holes into boundary walls to allow for storm water passage. Weep holes may not be closed up, blocked or obstructed in any manner whatsoever that will prevent the free passage of storm water from a neighbouring property.

40.2.6 No security spikes, razor wire, electric shock wires or any similar devices shall be permitted on the side boundary walls.

41 **TREATMENT OF THE STREET BOUNDARIES**

41.1 **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:

- 41.1.1 Ideally, no walling whatsoever should be erected along the boundary and the road reserve (create a “park” effect and not a city suburb).
- 41.1.2 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 and brick or trellis fencing is preferred to brick walls. Height not to exceed 2.2m.
- 41.1.3 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 (maximum 2.2m height), and should not extend for more than 25% (twenty five percent) of its length as a continuous line parallel to the street boundary.
- 41.1.4 If solid walling is unavoidable, such as houses on street corners with little privacy, a stepped-back or articulated wall is considered less detrimental to the streetscape.
- 41.1.5 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.

41.1.6 Screen walls must be constructed around private areas, i.e. washing lines and refuse collection areas, to screen them from view from the street or from neighbouring properties.

41.1.7 To ensure a pleasing streetscape, hard landscaping (paving) on the street boundary must be limited. Hard landscaping (paving) for access to the erf is not to exceed 6m wide crossing the streetscape. Hard landscaping is not to exceed 40% of the erf area excluding the area covered by the ground floor area.

42 **ROOFS**

New houses shall have pitched roofs or a combination of flat and pitched roofs with a minimum pitched roof area of 50%. Pitched roofs to have a minimum pitch angle of 15 degrees. Solely flat roofs are not permitted.

42.1 **Pitched Roofs**

42.1.1 Maximum pitch 45°, and minimum pitch 10° unless specifically approved by the HOA.

42.1.2 Using hipped ends instead of gables reduces the overall impact of the roof.

42.1.3 Mono-pitched roofs are allowed.

42.1.4 Vaulted roofs are permitted.

42.1.5 A combination of pitched (50% minimum) and flat roof is permitted.

42.2 **Combination Roof**

42.2.1 Flat sections of the roof shall not exceed 50% of the total roof area and shall be concrete.

42.2.2 Waterproofing to be non-reflective.

42.3 **Roof Material Permitted**

42.3.1 Natural slate.

42.3.2 Chroma deck profiled metal roof sheeting with interlocking system.

42.3.3 Fibre cements tiles and concrete tiles.

42.3.4 No light or reflective colours permitted for visual reasons.

42.3.5 Drainage pipes from flat roof sections shall be concealed from view and must be in ducts.

42.3.6 Gutters and downpipes shall form an integral part of the design and shall be constructed and finished to match the style of the house.

- 42.3.7 No asbestos cement roof tiles will be permitted.
- 42.3.8 Unpainted or normal painted galvanised roof sheeting is not allowed. Metal roof sheeting must be Chroma deck, or similar.
- 42.3.9 Thatched roofs and thatch roofed lapa's are permitted but cannot be closer than 3m from any boundary. A rational design and SABS approved fire retardants must be used on thatch roofs.

42.4 **Roof colours**

- 42.4.1 Dark grey, charcoal, black
- 42.4.2 Dark browns
- 42.4.3 Red browns
- 42.4.4 Green

42.5 **Fascia's and bargeboards**

- 42.5.1 Natural timber is preferred or can be finished to match walls, roofs or pergolas.
- 42.5.2 PVC is not permitted for fire risk reasons.

43 **WALLS**

43.1 **External building walls**

- 43.1.1 External masonry walls shall be a minimum 230mm brick work to be plastered or face brick finish. Finishes

to plaster with colour range submitted for approval by the HOA. Only earthy colours are permitted.

- 43.1.2 Face brick or natural rock cladding (preferably loose packed sandstone) and colour specifications for face brick to be approved by the HOA.
- 43.1.3 Chimneys are encouraged for plinths. Plinths to be a maximum height of 680mm (8 courses).
- 43.1.4 Coloured, textured wall coatings such as Gamma Zennith, Cemcrete, Earthcote, etc. are allowed.
- 43.1.5 Plastered and painted with earthy colours. The HOA is to approve colours before final external painting.
- 43.1.6 Clay face bricks in the darker earthy colour ranges (no light colours permitted) if not plastered.
- 43.1.7 Natural stone.
- 43.1.8 Maximum 7m wall height permitted in one vertical plane – if higher, then plaster or stone base to be added to break up verticality.
- 43.1.9 To ensure compliance with earthy external colours samples must be painted on an external wall for approval by the HOA or estate manager before commencing to paint the house externally.

43.2 **Chimneys**

Chimney height is not considered in 10m height restriction above NGL.

43.3 **Yard walls (screen walls)**

43.3.1 Maximum height 2.4m above natural ground level (NGL)

43.3.2 Permitted to build up to erf boundary.

43.3.3 Finish to both sides to match house walls in colour and texture.

43.4 **Retaining walls**

43.4.1 To be stepped in 1m increments

43.4.2 Maximum height 1.5m

43.4.3 Materials to be used: natural stone, stone gabions, plaster & paint to match house walls, Terraforce blocks (or similar) with exposed aggregate finish or colour earth.

43.5 **Boundary walls**

43.5.1 Boundary walls permitted only as herein before.

43.5.2 Maximum height 2.4 m between neighbouring stand.

43.5.3 Maximum height 2.2m on street boundary and must be stepped or articulated.

44 **DOORS AND WINDOWS**

44.1 Natural timber frames are preferred.

- 44.2 Aluminium frames to be dark in colour (black, charcoal or dark brown).
- 44.3 Reflective glass is discouraged. If windows are to be obscured sandblasting or a dark one-way film is preferred.
- 44.4 Primarily horizontally proportioned windows are recommended.

45 **OUTBUILDINGS**

- 45.1 No free-standing habitable buildings are permitted – must be attached to main structure.
- 45.2 To match main structure in all aspects of finish.
- 45.3 Freestanding change rooms at pool or a lapa are permitted.
- 45.4 Granny flats are permitted, but must be attached to the main building and must be of the same design, material and finishing as main building. Ideally the granny flat must be incorporated into the design of the main building.

46 **TERRACES, PAVING & DRIVEWAYS**

- 46.1 The following materials are permitted
 - 46.1.1 Natural stone
 - 46.1.2 Brick pavers
 - 46.1.3 Exposed aggregate pavers
 - 46.1.4 Terracota tiles

46.1.5 Cobbles of granite or dark tinted cement

46.1.6 Flagstones of pigmented cement

46.2 Tinted or painted screeds not permitted

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

46.4 Driveway maximum crossover width not to exceed 6m.

47 **SWIMMING POOLS, PONDS and WATER FEATURES**

47.1 Dark colours preferred.

47.2 No pale blue or white colour permitted due to visual impact and reflection.

47.3 Backwash and drainage to be piped to sewer line – not storm water or onto roads as it pollutes the natural streams.

47.4 No pool drainage or backwash allowed to flow into nature area or through storm water onto roads.

47.5 Filtration units to be concealed from neighbours and street views.

47.6 Pool fence must comply with municipal safety requirements.

48 **EXTERNAL LIGHTS**

48.1 Well-designed, soft lighting of the building exterior and surroundings will be permitted, provided that the light source is not visible and that it complements the architecture and landscaping. Lighting should not be intrusive into the

conservation area or the surrounding natural area thereby disturbing sensitive fauna.

- 48.2 All external lights must comply with the EMP and must be of such nature that it does not unnecessarily attract night-flying insects. Lights must be “muted” or “soft” and shine downward.
- 48.3 No bright “white” light is allowed.
- 48.4 Yellow/orange lights, i.e. low pressure sodium, must be used for all external lights.
- 48.5 All external lighting must be used in keeping with a nature estate and must be used exclusively for entertainment and navigational purposes and may not be left on all night.

49 **PROHIBITED BUILDING MATERIALS**

The following is prohibited:

- 49.1 Unpainted plaster or unplastered stock brick walls.
- 49.2 Unpainted or reflective metal sheeting.
- 49.3 Galvanised IBR sheeting.
- 49.4 Reflective materials.
- 49.5 Pre-cast concrete walls.
- 49.6 Asbestos-based products are not permitted.
- 49.7 No swimming pool type mesh fencing will be allowed.

- 49.8 Wood panel fencing.
- 49.9 Razor wire, security spikes or similar features.
- 49.10 Lean-to's and temporary car ports (shade cloth).
- 49.11 Shadeports or any shade netting to patios.
- 49.12 Wendy houses for storage space

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

50 **MISCELLANEOUS ARCHITECTURAL GUIDELINES**

- 50.1 The privacy and views of surrounding properties must be considered as a premium. As a general rule no windows or balconies on the upper level may overlook the living space of the adjacent southern dwelling.
- 50.2 The aesthetics of the design of parapets, fascia's, capping eaves, roof trim, guttering and roofing materials in general will be considered.
- 50.3 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.
- 50.4 Awnings and other items that do not form part of the basic structure should be clearly shown and annotated.

- 50.5 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.
- 50.6 Outbuildings and additions should match the original design and style, both in elevation and in material usage.
- 50.7 Access to staff accommodation and kitchens must be from a screened courtyard or patio.
- 50.8 Yard walls and screen walls should complement the basic materials of the buildings.
- 50.9 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.
- 50.10 Careful consideration should be given to plinth heights – houses to be designed to follow the contours of the land.
- 50.11 Excavations for terraces, retaining walls, etc., should not exceed 1,5m. “Loffelstein” earth retaining blocks should be planted immediately after completion of construction.
- 50.12 All retaining walls should be clearly shown on the plan.
- 50.13 All double storey plumbing should be in ducts.
- 50.14 All exposed plumbing and washing lines must be fully screened and not be visible from the street elevations and other elevations onto adjoining properties.
- 50.15 Only approved smoke free type fireplaces are allowed.

- 50.16 Mechanical equipment such as air-conditioners (and grills), ducts, pool pumps etc. must be designed into the buildings and/or adequately enclosed or screened off from view.
- 50.17 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).
- 50.18 External door frames are to be hardwood or aluminium, and balustrades are to be hardwood, wrought iron, stainless steel or glass and aluminium.
- 50.19 The use of hardwood or aluminium window frames (in lieu of standard steel) will be strongly encouraged.
- 50.20 No Wendy houses/toolsheds may be erected without permission from the HOA. Use of a wendy house as a dollhouse will be considered favorably. Should the HOA approve the erection of a wendy house it must compliment the general design of the house with same roof colours as a minimum and must be placed out of sight from the street or neighbours. Should it be visible by neighbours their written permission will be required before erection commences.
- 50.21 Caravans, trailers, boats, equipment, tools, engines and vehicle parts must be screened from neighbouring properties and streets.
- 50.22 No external burglar bars, including “Spanish” type burglar proofing, will be allowed.
- 50.23 It is the duty of any proposed owner, architect, contractor and/or subcontractor to familiarise him/herself with the current

and proposed municipal services and their positioning on the whole of the erf. These municipal services include, but are not limited to, water and electrical services, sewerage removal, storm water pipes and drainage, the HOA will not in any way whatsoever be liable for any damage which any owner, proposed owner or architect, contractor or sub-contractor may suffer as a result of the existence, situation or otherwise of any such municipal services.

51 **PROMULGATION OF SANS204 – ENERGY EFFICIENCY IN BUILDINGS**

SANS204 has been promulgated into legislation in November 2011 with the aim to reduce energy consumption in buildings. All new building plans submitted after 1 May 2012 need to comply with the requirements stipulated in SANS204.

52 **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 the HOA and all conditions contained in the Environmental Management Plan.

53 **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 eighteen months from commencement. If construction will exceed a period of eighteen months, written approval must be obtained from the HOA.

54 **OCCUPATION OF DWELLING**

- 54.1 To ensure an aesthetical pleasing estate, and maintain high living standards thereby protecting the investment value of owners, no dwelling shall be allowed to be occupied without an occupation certificate issued by the local town council.
- 54.2 No partially completed dwelling will be allowed to be occupied.
- 54.3 Landscaping must be completed within 3 months from occupation.
- 54.4 A dwelling is considered completed when all of the following requirements are complied with:
 - 54.4.1 The dwelling is completed according to the approved plans as submitted to the HOA,
 - 54.4.2 All external finishes are completed,
 - 54.4.3 All plumbing and related amenities are installed to the required standards,
 - 54.4.4 A qualified electrician have issued a certificate of compliance for all electrical works,
 - 54.4.5 All balustrading have been installed,
 - 54.4.6 Glazing and relevant engineering certificates for slabs, roofs, etc. have been issued.

55 **BLASTING PROCEDURE**

Blasting must be limited to prevent collateral damage to neighbouring properties. Rock breaking by means of jack hammers or hydraulic hammers is preferred.

55.1 Blasting must be done in accordance with relevant legislation.

55.2 Blasting will only be allowed between 12:00 – 15:00

55.3 The estate manager must be warned of intended blasting at least 24 hours before intended blast.

55.4 All neighbours must be warned in writing of intended blast at least 24 hours before intended blast.

55.5 All safety precautions such as clear audible siren, stopping traffic and other applicable safety measures must be adhered to.

55.6 Fly rock must be prevented at all cost by proper covering of the blast area with rubber mats

LANDSCAPING GUIDELINES

56 LANDSCAPE CHARACTER

56.1 The intention in the greater landscape conservation, rehabilitation, design and construction of the nature reserve itself, is to preserve and protect the unique qualities of the Klipriviersberg landscape that is characterised by its openness, rolling landforms and indigenous vegetation.

56.2 The layout of Meyersdal Nature Estate preserves substantial areas of the Klipriviersberg natural habitat, a vegetation type indigenous to this area. The private gardens within the

development must continue and integrate with the surrounding nature area.

56.3 In order to maintain continuity in the overall landscape character owners are required to design and implement landscaping in accordance with the Environmental Management Plan with certain conditions, specifications and restrictions.

56.4 In this way the collective natural landscape of the nature estate will be preserved for the appreciation and benefit of all.

57 **CONDITIONS**

57.1 A landscaping plan, complete with list of plant species to be planted, for each erf must be submitted for approval by the Committee.

57.2 This plan shall be to a scale of 1:100 and shall show the following:

57.2.1 Adjacent areas of nature reserve or erven.

57.2.2 All grading, retaining and terracing intended to be undertaken, including gradients and structural elements.

57.2.3 All plant material, species, numbers, spacing and size must be indicated, including species for lawns. This list of species must comply with restrictions in the EMP.

57.2.4 All paving, water features, swimming pools, pumps, filters, fences and gazebos and any other structural elements must be indicated and the intended finishes

specified. This must include detail of stormwater handling and elevation where relevant.

57.2.5 The irrigation layout, pipelines, head types and intended coverage area must also be shown.

57.2.6 Stormwater management must be indicated and all possible consideration given to minimise passage to neighbouring properties. It is preferred that storm water be channeled along natural contours to the road where possible.

57.2.7 Hard landscaping areas must be indicated and not to exceed 40% of area outside footprint of the dwelling.

57.2.8 Washing lines, dustbin storage areas and other utility areas and their screening must be indicated.

58 **RESTRICTIONS**

58.1 The gardening and landscaping activities of an erf shall be confined to the physical extent of the pegged residential erven.

58.2 No extension of an erf's garden into an immediately adjacent area of nature reserve will be permitted. This includes irrigation, plantings, storage, fencing, pool equipment, earth mounds or portions of embankments or cut slopes.

58.3 No tree, plant, rock, landscaping or other plantings may be removed from the nature reserve by an erf owner.

58.4 All declared invasive alien plants, trees, shrubs and grasses (including kikuyu) are not permitted within the estate and may not be cultivated in erf gardens.

- 58.5 Fences shall comply in height, position and construction with the Design Guidelines for boundary walls.
- 58.6 Above ground pools – porta pools – are not permitted.
- 58.7 No temporary structures are permitted within the erf garden, including wendy houses.
- 58.8 Invasive alien vegetation clearance on any undeveloped erf remains the responsibility of the owner and must be undertaken on a quarterly basis. Failing this the HOA will undertake the clearance at the erf owner’s cost.

59 **GARDEN LIGHTS**

- 59.1 All garden lights must comply with the EMP and must be insect friendly. Lights must be “muted” or “soft” and shine downward.
- 59.2 All external lighting must be used in keeping with a nature estate and must be used exclusively for entertainment and navigational purposes and may not be left on all night.

60 **PLANT SPECIES PERMITTED**

- 60.1 Based on the EMP and in line with a nature estate only indigenous species, suitable to the Highveld may be planted in landscaping. Only plants as contained in annexure “A” will be permitted.
- 60.2 The principle of the Department of Water Affairs and Forestry’s “Waterwise” gardening programmes is supported by the estate.

61 **HARD LANDSCAPING**

Hard landscaping surfaces, i.e. brick paving, tiling, etc. around houses will not be permitted to cover the entire site. Cumulative paving shall not cover more than 40% of each erf's landscaped area, excluding house footprint and a minimum of 40% of each erf must be soft landscaping.

PROMULGATION OF SANS 204: ENERGY EFFICIENCY

62 BACKGROUND TO SANS 204

62.1 The objective of the SANS 204 energy efficiency provisions is to reduce operational energy use of new buildings without reducing comfort and amenity. The aim is to save 3500MW of electricity by 2020.

62.2 SANS 204 requirements primarily address:

61.2.1 heat flow - in and out of a building through the building envelope, and

61.2.2 services - that use energy e.g. air-conditioning and hot water systems (geysers)

61.3 It must be noted that the standard only addresses energy used by a building's services to operate. SANS 204 does not include energy (i.e. embodied energy) used in manufacturing building materials or construction of a building. Neither does it include portable appliances within a building such as computers or fridges.

61.4 Facing a future where Energy Efficiency will be of primary importance SANS 204 address the issue by standards for:

61.4.1 Insulating or shading the building fabric;

61.4.2 Controlling heat flow through the building envelope;

61.4.3 Controlling heat flow through glazing;

61.4.4 Reducing air leakage via building fabric;

61.4.5 Creating internal air movement for cooling;

61.4.6 Improving the efficiency of heating and cooling; and

61.4.7 Hot water systems

61.5 SANS 204 aims to give the general requirements for energy efficiency. According to the approach used in the revised South African Building Regulations and the new building code (SANS 10400 series) performance parameters are outlined first. These are then followed by the route to demonstrate compliance, either by rational design or deemed-to-satisfy rules. This first part sets out the general requirements for achieving energy efficiency in all types of buildings as performance parameters, and forms part of the National Building Regulations.

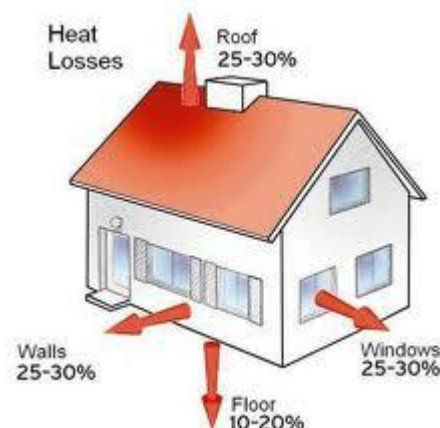
62 **EFFECTIVE DATE OF SANS 204**

Architects are advised to take note thereof and design dwellings to comply with SANS 204 as from 1 May 2012.

63 **HERE'S WHAT YOU NEED TO KNOW FOR YOUR HOME**

(Note: - All new building plans submitted to MNEHOA, or the local council, must comply with SANS 204 as from 1 May 2012.)

- 63.1 South Africa's mounting energy crisis means that everyone needs to think of innovative ways to save electricity in our homes and of products that can help you reduce our current electricity usage. In effect, that is what SANS 204 is about. The application of this new regulation is good news for the environment and will help you save electricity.
- 63.2 The National Building Regulation (NBR) has been updated to include Part X which addresses environmental sustainability and Part XA which establishes requirements for energy efficiency in new buildings.
- 63.3 Buildings typically account for 40% of all energy consumed in South Africa and yet their potential to save energy is huge. Thermal insulation must be included in the design of all new buildings. This, in combination with energy saving techniques, makes it possible to save up to 78% of a building's energy consumption for space heating, cooling and hot water services.
- 63.4 Heat losses in a house without insulation can be:



Correctly insulating the building envelope in combination with energy saving techniques can control energy losses and reduce energy consumption by up to 78%

64 **BASED ON THE NEW REGULATION THERE ARE THREE WAYS OF COMPLYING WITH THE ENERGY REGULATION.**

We, in Meyersdal Nature Estate, fall in climatic zone 1 – the cold interior.

64.1 **Option 1:**

64.1.1 Comply with the SANS 10400-XA requirements;

64.1.2 Otherwise described as “Deemed to Satisfy”

64.2 **Option 2: Rational design**

64.2.1 This option requires input of a relevant professional.

64.2.2 Thermal performance of building needs to be calculated.

64.2.3 Performance should be equal to or better than SANS 10400-XA.

64.3 **Option 3: Comparison with a compliant theoretical building**

64.3.1 National building should be designed to “Deemed to Satisfy” standards.

64.3.2 Thermal performance calculations software used must be approved by Agreement SA.

64.3.3 An important consideration when building is to determine the relevant climatic zone. Each of the climatic zones has a different R-value requirement for certain walls and ceilings.

64.3.4 Insulation R-value should be indicated on the packaging.

64.3.5 All material has an R-value which is the ability of a product to resist the transfer of heat. Thermal insulation provides a high resistance to the flow of heat from the warm surface to the cold surface in your home, helping you maintain a comfortable living environment, keeping your house cool in summer and warm in winter.

65 **REQUIREMENTS TO COMPLY WITH SANS 10400-XA “DEEMED TO SATISFY**

65.1 **Building envelope requirements** (SANS 10400-XA)

65.1.1 The building envelope shall be designed in a manner that utilises thermal loads and mass for effective heating, ventilation and air conditioning (HVAC) systems' energy consumption and lighting (artificial and day lighting) requirements. Consideration shall be given amongst others to life-cycle costs of the building. The following must be considered:

65.1.2 Orientation (Guideline)

65.1.2.1 Compact in plan with most glass on the northern side;

65.1.2.2 Living spaces on northern side;

65.1.2.3 Longer axis of dwelling to be east-west;

65.1.2.4 Roof overhang to shield northern windows in midday summer sun.

65.1.3 Floors

65.1.3.1 If under floor heating is installed the floor slab must be insulated with insulation with a minimum R-value of 1.00

65.1.3.2 Fenestration can be either (Windows/Glass doors/Skylights);

65.1.3.3 Buildings with up to 15% fenestration area per storey

65.1.3.4 Buildings with fenestration area per storey exceeding 15% shall comply with the requirements for fenestration in SANS 204

65.1.3.5 Air leakage should comply with SANS 613

65.1.4 External Walls

65.1.4.1 Light weight (Non brick/Non concrete) walls must achieve a minimum R-value:

65.1.4.1.1 Of 2.2 for climatic zones 1 & 6 (Meyersdal Nature Estate is Climatic zone 1).

65.1.4.1.2 Of 1.9 for climatic zones 2, 3, 4 & 5.

65.1.4.2 Masonry walls (Brick/Concrete) must achieve a minimum R-value of 0.35.

65.1.4.3 Double skin brick with no cavity, plastered internally and either plastered externally or finished with face bricks.

65.1.4.4 Single brick/block with a minimum thickness of 140mm plastered internally and externally.

65.1.5 Geysers

65.1.5.1 A minimum of 50% of the annual average heating requirement for hot water must be provided by means other than electric resistance heating (Geyser) or fossil fuels.

65.1.5.2 See options below but not only limited to these:

65.1.5.2.1 Solar Heating;

65.1.5.2.2 Heat pumps;

65.1.5.2.3 Geothermal Heat;

65.1.5.2.4 Renewable Combustible Fuel;

65.1.5.2.5 Heat recovery from alternative systems and processes.

65.1.5.3 All exposed hot water pipes \leq 80mm diameter must be insulated with a minimum R-value of 1.00.

Kindly see SANS 204 Draft version on our website for more detailed clarity and information. SANS 204 is available from SABS (www.sabs.co.za)

66. 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 the HOA and all conditions in the Environmental Management Plan and Record of Decision.

66.1 Introduction

The HOA is the legally constituted representative of all owners of land in the HOA and is 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 for Contractors referred to above were adopted to ensure this.

66.2 Legal status

The rules governing building activities, referred to in this document, are rules adopted by the HOA and are therefore binding on all homeowners in terms of this memorandum of the HOA. Furthermore, each homeowner is obliged to ensure that his building contractor and all his sub-contractors are made aware of the rules and comply with these rules. The rules in their entirety, therefore, form part of any building contract entered into in respect of any property in the HOA. The HOA has 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.

67 RULES OF CONDUCT FOR CONTRACTORS, SUB-CONTRACTORS AND SUPPLIERS OPERATING WITHIN MEYERSDAL NATURE ESTATE

The purpose of these provisions is to ensure integration between residential living and control over building activities within the Estate with minimal impact on the natural environment and the residents. These terms and conditions are based on the terms of the Environmental Management Program (EMP) and Register of Decisions (RoD) as stipulated by the Gauteng Department of Agriculture, Conservation and Environment (GDACE) and Meyersdal Nature Estate Homeowners Association. The HOA reserves the right to make amendments and additions to these provisions from time to time without prior notice to any party.

The rules and regulations described below are intended to ensure that the quality of life for the residents as well as the natural environment are not unduly disturbed or compromised and that the impact to the environment is minimised, yet allowing efficient construction by contractors.

The Estate, as an upmarket secured residential Estate within a nature area has unique qualities and in order to maintain the following will apply:

67.1 ENVIRONMENTAL CONTROLS

The contractor acknowledges that he is working in an environmentally sensitive development and agrees to conform to all environmental controls specified in this document or any revised document. It should

also be noted that these controls form part of the EMP for the Estate development and are legally required to be enforced.

67.1.1 **Litter Control**

67.1.1.1 The contractor shall control litter and windblown litter by the following methods:

67.1.1.1.1 The installation of a shade netting fence along the entire perimeter of the site.

67.1.1.1.2 The fence shall be 80% forest green shade netting, minimum 1,5m high with one 10m entrance, which will be the only access point for all workers and deliveries to the site.

67.1.1.1.3 The fence is to be kept horizontal by means of poles, battens (not more than 3m apart) wire and/or mesh.

67.1.1.1.4 The entrance to the site is to be closed at the end of each working day.

67.1.2 **Erosion Control**

The contractor shall install temporary construction entrances, fences and other erosion control methods considered necessary immediately upon the building site being cleared. Sand bags and beams are to be placed where necessary to prevent erosion, particularly over weekends and holidays.

68 **RESPONSIBILITY**

The contractor is responsible for all his staff, sub-contractors and their staff, as well as all suppliers delivering to site. The owner and contractor are financially and legally responsible for any damage to kerbs, roads, street lights, distribution boxes, plants, irrigation, and/or damage to private property on the Estate caused by the contractor's employees, sub-contractor employees or delivery vehicles delivering material to the site.

69 **EDUCATION**

It is the responsibility of the main contractor to brief all personnel, including subcontractors and suppliers on site on the Rules of Conduct as set out in this document.

70 **BUILDERS NAME BOARD**

A builder's name board not exceeding 1.8m x 1.2m is to be erected on commencement of work and must indicate the name of the owner, erf number, builders name and telephone number. If desired, the architect' name and engineer may appear on this board. NO other advertising boards will be allowed on site (e.g. Plumber, Electrician, etc.)

71 **BUILDING SITE REQUIREMENTS**

Before any building activity starts the contractor shall:

71.1 Erect a shade netting fence around the building site. This is to ensure that no rubble, plastic or paper enters the nature area and to ensure that building activities is contained to the building site.

- 71.2 Ensure that a legal water connection has been made by Ekurhuleni Metropolitan Municipality.
- 71.3 Install a water standpipe with fully operational tap on the site.
- 71.4 Provide refuse drums on site for all refuse.
- 71.5 Provide a suitable and fully operational and regularly serviced chemical toilet, on the site.
- 71.6 Clearly indicate the entrance to the site for all deliveries.
- 71.7 Erect a signboard on the site displaying the stand number, contractor and owner names.

71 **DEFINITION OF CONTRACTOR**

The definition of a contractor includes: building contractors, installers of internal building fittings, landscapers and other companies associated with garden installations, suppliers and consultants to the building trade and architects – and their staff.

72 **ACCREDITATION**

- 72.2 Only accredited NHBRC builders will be allowed on site.
- 72.3 All builders must submit satisfactory proof of their registration with the NHBRC.
- 72.4 Contractors must sign an accreditation agreement and agreement to the rules and regulations of the HOA.

BREACH – Contractors not complying with the above will be denied access.

73. **ACCESS CONTROL**

73.1 The contractor acknowledges that he is aware that the Estate is a “SECURITY ESTATE” and at all times adhere to the security regulations and controls.

73.2 Contractors are only permitted to enter the estate through the Main Gate on Hennie Alberts.

73.3 Only accredited contractors will be allowed on site.

73.4 All delivery vehicles must use the Main Gate on Hennie Alberts. The driver of the delivery vehicle must report at security and must be in possession of a delivery note, which must indicate clearly the owners name and stand number (or street address).

73.5 Overloaded trucks will not be allowed access.

73.6 The contractor will apply for access cards at security for all his workers including sub-contractors and their workers. The necessary application forms for access cards need to be completed for each worker and a copy of that person’s identity document must be attached to the application.

73.7 Only persons with a valid SA Identity Document or valid working permit will be issued Access Cards. A copy of each person’s identity document must be supplied to security and will be kept on record.

- 73.8 Any person without an Access Card will be removed from the Estate by security.
- 73.9 No contractor, subcontractor, or any of his employees is permitted to walk on the estate.
- 73.10 Estate security may subject any vehicle or person entering or leaving the Estate to a search.
- 73.11 Estate security works closely with SAPS Alien Control Unit. Contractors who employ persons not in possession of a legal work permit or SA Identity could face criminal charges.
- 73.12 All contractors and sub-contractors are obliged to transport all their employees to and from the gate to the construction site. No pedestrians will be allowed access to the Estate.
- 73.13 No worker will be permitted to enter or leave the estate on foot.
- 73.14 Contractor staff is not allowed to congregate outside the main gate waiting for collection or wait for their employer or supervisor. All staff is to be picked up at an area away from the estate and brought by vehicle to the main gate. At the main gate they will alight, enter the estate through the turnstile and then be taken to their site of work.
- 73.15 Security to sign in all contractor vehicles entering the Estate.

73.16 Each building site will be allowed a maximum of four vehicles on the property so as not to cause disruption and damage to the streetscapes, verges or natural surroundings.

BREACH – Contractors not complying with the above will be denied access. Any member of the contractor’s staff not adhering to the regulations will be removed from the Estate. In addition the contractor will be fined R500-00 per transgression.

74 **HOURS OF WORK**

74.1 Contractors and suppliers will only be allowed access to the Estate during the following times:

Monday – Friday	7:00 – 17:30
Saturday	No work permitted
Sundays, Public Holidays	No work permitted
BIFSA December break	No work permitted (except landscaping services)

74.2 By 17:30 all contractors must be off the estate.

74.3 No deliveries will be allowed before 07:00 and after 16:30 or during weekends – NO EXCEPTIONS.

BREACH – Any contractor, sub-contractor or supplier found working outside hours of work will be escorted from the Estate by security. In addition the contractor will be fined R500-00 per transgression.

75 **TRAFFIC RULES**

- 75.1 The speed limit is 40km/h and will be strictly enforced. Speeding vehicles will be banned from further entry without hesitation.
- 75.2 All road regulations, pedestrian crossings and stop signs must be observed.
- 75.3 Due care must be taken by all vehicles not to block the thoroughfare of roads.
- 75.4 Keep to the tarred roads. No driving on any gravel or dirt road. No off-road driving. Any vehicle found driving on dirt roads or off-road will be escorted from the Estate and denied future access.
- 75.5 Wildlife has right of way.
- 75.6 Construction vehicles shall not be parked in any other area other than on the building site.
- 75.7 Vehicles shall be parked with due consideration for users of the street.
- 75.8 Any damage caused by the parking vehicles will be repaired at the contractor's expense.

BREACH – The contractor will be fined R500-00 per offence.

77 **DISCIPLINE AND CONTROL OF LABOUR**

- 77.1 A contractor is responsible, at all times, for the discipline and control of all labourers, employees or staff members of any suppliers and sub-contractors on the building site.

- 77.2 A contractor shall ensure that all suppliers and sub-contractors are informed and understands the provisions of the Rules of Conduct as set out herein.
- 77.3 A contractor will enforce the Rules of Conduct and any restrictions contained in the Environmental Management Plan without compromise.
- 77.4 The contractor shall ensure that behaviour on site of staff shall not disturb residents or activities on the estate.
- 77.5 The Estate Manager, or Security, shall have the right to control behaviour and noise generated by workers and to ban disruptive or disrespectful workers from the estate.
- 77.6 All contractors and sub-contractors are obliged to transport all their employees from the gate to the construction site and between different construction sites. Nobody will be allowed to walk from one area to another or between the gates and construction sites.
- 77.7 No worker may leave the site at any time, except in the exercise of their duties, and only then by vehicle and not on foot.
- 77.8 In the case of construction on more than one site, movement of personnel between sites is restricted to vehicles – no pedestrian traffic.
- 77.9 Workers are confined to the site on which they work and under no circumstances are they permitted to walk around on the estate. Any worker found doing so will be removed from the estate and will NOT be allowed re-entry thereafter. This is to ensure security to residents and to prevent theft from other sites and to prevent setting of traps or collecting of plants.

- 77.10 No pedestrians will be allowed access to the Estate.
- 77.11 No worker employed by the contractor shall be entitled to be on the site other than during hours of work. Nobody is allowed to sleep on the site.
- 77.12 Any contractor's employees found on the Estate, other than at the relevant construction site, will be removed from the Estate.
- 77.13 As a nature Estate collecting of firewood, plant material, plants and disturbing wildlife is strictly forbidden. Offenders will be prosecuted.
- 77.14 Anybody using the natural surroundings as toilet will be removed from the Estate and the contractor will be fined R2000.
- 77.15 Should any excrement be found on site in veldt adjoining the site, this will result in the entire site being closed for 2 days and the builder fined R2000.
- 77.16 Changing or washing in full view of public is not permitted and will lead to the offender being banned from the estate.
- 77.17 A supervisor or foreman shall be appointed to control the site. He is to be on site, or immediately available during working hours, and will be deemed to be representing the contractor in that person's absence.

BREACH – The contractor will be fined R500-00 per offence

78 **BUILDING SITE REQUIREMENTS**

Before any building activity starts the contractor shall:

- 78.1 Erect a shade netting fence around the building site. This is to ensure that no rubble, plastic or paper enters the nature area and to ensure that building activities is contained to the building site.
- 78.2 Ensure that a legal water connection has been made by Ekurhuleni Metropolitan Municipality.
- 78.3 Install a water standpipe with fully operational tap on the site.
- 78.4 Provide refuse drums on site for all refuse.
- 78.5 Provide a suitable and fully operational water-borne toilet, or regularly serviced chemical toilet, on the site.
- 78.6 Clearly indicate the entrance to the site for all deliveries.
- 78.7 Erect a signboard on the site displaying the stand number, contractor and owner names.

Furthermore the contractor shall:

- 78.8 Have a copy of the working drawings and plans of the construction, as approved by the HOA and Local Authority, available at the building site during normal hours of work.
- 78.9 Ensure that a responsible person is appointed on the construction site.
- 78.10 Ensure that any leaks to the water connection or pipes are repaired immediately and that no run-off occurs.
- 78.11 Ensure that the site is neat and free of litter and building waste at all times. Daily clean-up of the site should be done.

- 78.12 Ensure that roads are kept free of mud, soil, building waste and excessive water.
- 78.13 The mixing of mortar, concrete, or any other building material on road surfaces or paving is strictly prohibited.
- 78.14 Ensure that the toilet is maintained in a neat, hygienic and working condition at all times.
- 78.15 The toilet should be screened off within the site with forest green shade netting.
- 78.16 Workers found not utilizing the toilet facilities will be banned from the estate and the builder fined R2000.
- 78.17 Should any excrement be found on site in veldt adjoining the site, this will result in the entire site being closed for 2 days and the builder fined R2000.
- 78.18 Failure to keep the toilet serviced and usable will result in a R1000 per day penalty, and/or all building being suspended until the matter is rectified.
- 78.19 Not store any building material, soil or building waste on any adjoining property, unless the contractor has written consent from the owner of such adjacent property. All activities relating to the house construction must be confined within the erf boundary where construction is taking place. This relates to the location of staff, placement of storage bins, sheds, etc.
- 78.20 No night watchmen will be permitted on the Estate. Contractors must provide a lock-up shed or other storage facility for any

materials or equipment. No contractor may allow any staff to sleep on the site.

- 78.21 Should archaeological finds of any nature including fossils, bones or remains of structures be found, the contractor will stop all construction activity in the area. The contractor will not move or remove anything from the area and will notify the Estate Manager immediately.
- 78.22 All materials shall be stored in areas earmarked for storage in order to disturb as little area as possible.
- 78.23 The contractor will ensure that nothing is washed from the storage area onto the rest of the site or Estate.
- 78.24 All residue water from concrete mixing plants or the surface runoff from them will be directed to specially constructed collection ponds ensuring that nothing enters the surrounding environment.
- 78.25 Provide gas cooking facilities, or an enclosed and cleared designated fireplace on the site. Due to the flammability of the natural surroundings no open fires or fires outside the construction site will be allowed. It is illegal to gather firewood from the Estate.
- 78.26 Washing of vehicles is strictly prohibited and must be carried out elsewhere.
- 78.27 Any wastage on roads, curbs and in the storm water system will be cleaned by the contractor at his expense as soon as possible.
- 78.28 Parking of vehicles is not permitted on pavements, verges and/or in such a manner as to obstruct other vehicles.

BREACH – The contractor will be fined R1000-00 per transgression.

79 **SITE PRESENTATION**

- 79.1 Immediately on commencement of building refuse drums must be supplied by the contractor on site for the purpose of storing refuse until removed from site by the contractor.
- 79.2 Refuse drums will be emptied on a regular basis at an approved dumpsite.
- 79.3 The contractor will keep the site tidy at all times, particularly before weekends.
- 79.4 The contractor will conduct daily site clean-up and ensure that all plastics, litter and building scraps are picked up and place into refuse drums, particularly on Friday afternoons.
- 79.5 Remove and transport all construction waste material (building rubble) to an approved dumpsite at intervals not exceeding one week.
- 79.6 Conduct daily site clean-ups to keep the site and surrounding area litter free.
- 79.7 Dispose of all refuse generated on site (including plastic bags, cement bags, etc.) on a weekly basis.
- 79.8 No litter may be stored or mixed amongst building rubble.
- 79.9 Refuse drums should be placed in a demarcated refuse collection area.

79.10 Any litter spread or blown outside the site is to be picked up daily.

79.11 No burning of litter or rubbish is permitted on site.

BREACH – The contractor will be fined R1500-00 per transgression. Should a builder not comply with the removal of the building rubble or litter, the rubble will be removed by an outside contractor and the costs thereof claimed from the contractor. The contractor will be denied access to the Estate until such costs are paid in full.

80 **DELIVERIES TO CONTRACTORS**

80.1 All deliveries will take place within hours of work as stipulated. No deliveries during weekends.

80.2 The deliveries of cement, concrete and bricks have the potential of causing most damage to roads and landscapes due to overloading.

80.3 Cement shall be delivered in sound and properly secured sacks ensuring that cement products do not enter the surrounding environment.

80.4 The cleaning of ready mix concrete delivery vehicles must take place within the confines of the building site and spillage and runoff contained within the site. The contractor is responsible to indicate where this will occur and make sure that run-off water is contained. Builders to make sure they advise all drivers making concrete deliveries of cleaning rules.

80.5 Under no circumstances may concrete be spilt on the road surface. Spillage on Estate roads will be for the erven owner/builder to organise clean-up.

80.6 The contractor must ensure that only the driveway, as per approved site plan, is used for all deliveries. The contractor is liable for any damage to walkways, lights, plants, irrigation and service connections.

80.7 No vehicle leaking oil or fuel will be allowed onto the estate.

BREACH – The building contractor will be liable for penalties incurred by the deliveries to site. In addition, the building contractor will be held responsible for the repair to the road, streetscapes and verges if this occurs. The building contractor will be fined R1500-00 per offence.

81 **ROADS, STREETSCAPES AND VERGES**

81.1 Contractors must ensure that the road in front of their building site is at all times swept clean and kept free of debris and rubble. This is to minimise damage and ensure longevity of the road surface.

81.2 Ensure that roads are kept free of mud, soil, building materials, and excessive water.

81.3 Mixing of mortar, concrete and/or building materials on road surfaces are strictly prohibited.

81.4 Contractors must ensure that the kerbs and streetscapes (sidewalks) in front of their building site are adequately protected from damage by the building operations by erecting barrier tape where access/traffic/storage is not wanted and allowed.

81.5 No material may be stored on the streetscape, verges or sidewalks directly in front of the building stand.

81.6 The contractor must ensure that only the driveway, as per site plan, is used for all deliveries to site.

81.7 Any trees, landscaping or irrigation services installed that need to be moved to facilitate construction should be requested at least 7 days in advance from the Estate Manager.

BREACH – The contractor will be fined R250-00 per day for unswept roads. The contractor will be fined R1500-00 per day for streetscape storage and other infringements of this section. In addition the contractor will be held financially and legally responsible for damage to the road surface, kerbs and plants caused through the building operations.

82 **VARIATION OF APPROVED BUILDING PLANS**

Should the contractor receive instructions from the architect, or the owner, to deviate from the plans approved by the HOA, the contractor shall be obliged to immediately inform the Estate Architect of the nature and detail of deviation so as to permit the HOA to consider the deviation. The contractor will not commence construction of any deviation in the works until the HOA has consented thereto in writing or until a revised deviation plan is approved by the HOA.

83 **FINAL CLEAN UP**

83.1 At the conclusion of the construction work the contractor shall:

83.1.1 restore all pavements, roadways, verges and drainage channels to their original condition, including fine grading and seeding

83.1.2 assure positive drainage with no standing water

- 83.1.3 clean the entire site of all construction debris and refuse
- 83.1.4 remove all temporary fencing facilities, equipment and unused material
- 83.1.5 verges must be levelled to their original condition, grass sods laid and any trees destroyed replaced after consultation with the estate manager

The Estate Manager will carry out an inspection of the works inclusive of the verges and services.

BREACH – The sidewalk deposit will be withheld until all work is completed to the satisfaction of the Estate Manager.

84 **INSURANCE**

- 84.1 The contractor shall take out, at his own expense, public liability assurance for any claim for damage arising from acts or omission of its employees or agents.
- 84.2 The contractor hereby indemnifies the HOA against payment of any such claims for damages.
- 84.3 NO blasting may take place without the HOA's approval and documents providing insurance cover for blasting must be provided.

BREACH – Failure to comply will result in a R2000-00 fine per transgression.

85 **PROTECTION OF FAUNA AND FLORA**

- 85.1 No person may kill, injure or catch wild creatures; this includes birds, mammals and reptiles
- 85.2 No person shall cut, pick, destroy or collect the vegetation.
- 85.3 Nobody shall drive off-road.
- 85.4 Game has right of way.
- 85.5 Any person not abiding by these rules will be prosecuted as Meyersdal Nature Estate and all fauna and flora is protected via government legislation.

BREACH – Any person failing to comply will be removed from the estate and will be criminally prosecuted where applicable. In addition the contractor will be fined R5000-00.

86 **PAYMENT OF FINES**

ALL MONIES OWING TO THE HOA MUST BE PAID AT THE ESTATE MANAGER ON THE FIRST MONDAY FOLLOWING THE FINE.

BREACH - In the event that the contractor fails to pay the fine in time the contractor will be denied access onto the Estate.

In the event of the Contractor being in breach of any obligations under this agreement the contractor will be denied access until such time the breach has been remedied.

The HOA may insist on rectification of the breach at the cost of the contractor.

All contractors working on the Estate must sign acceptance of these rules before any work commence on site.

VARIATION OF APPROVED BUILDING PLANS

87.1 The HOA 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 HOA, 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 HOA the opportunity to consider the deviation or the deviation plan in the light of the HOA's requirements. The contractor shall not commence construction of any deviation in the works until the HOA has consented thereto in writing or until a revised deviation plan is approved by the HOA in writing.

87.1.1 ACCESS CONTROL

87.1.1.1 Members 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 HOA'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 HOA shall be entitled to refuse the contractor, its sub-contractors, employees or invitees access to the Estate.

- 87.1.1.2 The access control arrangements may be varied at the sole discretion of the HOA, from time to time, and on reasonable notice to the owner or his contractor.
- 87.1.1.3 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 HOA in the interest of maintaining security on the Estate.
- 87.1.1.4 The Estate security personnel may subject any vehicle or person entering or leaving the Estate to a search.
- 87.1.1.5 Any contravention of Security and Access Rules will be severely dealt with by the HOA and, depending on the nature and circumstances, could lead to the suspension of building work and barring of access to the Estate.
- 87.1.1.6 The speed limit in the HOA is 40km 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.
- 87.1.1.7 Contractors are advised that the Estate Security works closely 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.

87.1.1.8 As improvements to the security and the access controls are ongoing, these procedures will be reviewed from time to time.

87.2 **DESIGN CRITERIA**

87.2.1 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 Directors and the Local Authority.

87.2.2 Vehicular access to the Township shall be stipulated by the HOA, and shall comply with the standard detail designed by the Local Authority or the Association for the Township.

87.2.3 No portion of any building or structure upon any erf shall be constructed of untreated galvanized sheeting and no shade netting will be permitted as roofing or any other part of any structure.

87.2.4 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.

87.2.5 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.

87.2.6 The HOA 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 HOA, the HOA 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 HOA requiring any member to maintain the sidewalk as aforesaid, the Directors shall in determining the levy payable by such member take into account the saving to the HOA in resulting from the member himself maintaining such sidewalk.

87.2.7 No member may erect any pre-cast concrete garden walls on his erf.

87.2.8 No member may erect any fencing or wall on his erf without the prior written approval of the Directors, which approval shall not be withheld unless the Directors 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.

87.2.9 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 Directors.

87.2.10 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 Directors.

87.2.11 All building operations shall only be indulged during weekdays from 07:30 to 17:30. Building over weekends and public holidays is prohibited.

87.2.12 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.

87.3 **GENERAL**

87.3.1 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 Directors 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 the reasonable time, to be specified in such notice, to comply therewith, the Directors

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 HOA

87.3.2 The Trustees shall be obliged in giving such notice to act reasonably.

87.3.3 The HOA 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 provisions thereof.

87.3.4 In the event of the HOA electing to provide a security service and/or other services for Members in the Township, all members shall be obliged to:

87.3.4.1 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 HOA from time to time.

87.3.4.2 Make payment of the charges raised by the HOA in respect of such services; and

87.3.4.3 Abide by such terms and conditions as may be laid down by the HOA from time to time in respect of such equipment and services.

87.3.5 Where the boundary of any member's erf also constitutes the boundary of the Township, such member shall be obliged to permit the HOA to erect upon such member's erf immediately adjacent to such boundary, such walling or other fencing as the Developer and/or the HOA may determine. Such member shall not be entitled to interfere in any manner whatsoever with any such walling or fencing, and shall permit the HOA 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.

87.3.6 The provisions of this memorandum 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 HOA, which consent shall not unreasonably be withheld.

87.3.7 The Directors 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 HOA.

88 **ENFORCEMENT OF THE RULES**

88.1.1 **Settlement of Disputes**

- 88.1.1.1 Should any disputes or differences whatsoever arise at any time between the members, or between the members and the HOA or any of them, then either party:
- a.* may declare a dispute by delivering the details thereof to the other party, and
 - b.* request that such dispute be referred by the parties, without legal representation by mutual agreement, to mediation by a single mediator at a place and time to be determined by him.
- 88.1.1.2 If, within 30 (thirty) days of the delivery of the declaration of a dispute, request that such dispute be referred by the parties, without legal representation, to mediation by a single mediator at a place and time to be determined by him.
- 88.1.1.3 If, within 30 (thirty) days of the delivery of the declaration of a dispute, the parties have not agreed to accept mediation then the dispute shall be determined by arbitration as hereinafter prescribed.
- 88.1.1.4 If the parties agree to mediation then the mediator shall be –
- a.* selected by agreement between the parties or, failing such agreement, nominated on the application of either party by the Chairperson for the time

being of the Association of Arbitrators (Southern Africa) or his nominee.

- b. The mediator shall, at his entire discretion, determine whether the reference to him shall be made in the form of written and/or oral representations providing that, in making this determination, he shall consult the disputing parties and be guided by their desires of the form in which the said representations are to be made.
- c. The mediator shall, within a reasonable period thereafter, express in writing an opinion on the matter and shall include therein his detailed reasons leading to the opinion.
- d. The mediator shall deliver a copy of his opinion to each party.
- e. The opinion so expressed by the mediator shall be final and binding on the parties unless either party within 30 (thirty) days of the delivery of the opinion, notifies the other party of its unwillingness to accept the said opinion.
- f. The costs of mediation shall be determined by the mediator and shall comprise;

- g. the mediator's expenses; and
- h. a fee which shall have been previously agreed by the parties.
- i. The said costs shall be borne equally by the two parties and shall be due and payable to the mediator on presentation to them of his written account.

88.1.1.5 Each party shall bear the costs of any legal advice it may have obtained in connection with the mediation.

88.1.1.6 The expressed opinion of the mediator shall not prejudice the rights of the parties in any manner whatsoever in the event of their proceeding to arbitration.

88.1.2 Any decision given by any representative of the parties in accordance with any provision of this agreement prior to or during the mediation shall not disqualify him from being called as a witness and giving evidence before the Arbitrator on any matter whatsoever relevant to the dispute or difference so referred to the Arbitrator as herein provided.

89 **ARBITRATION**

89.1 If either party to this agreement is unwilling to accept mediation or be unwilling to accept the opinion expressed by the mediator then either party may, by written notice delivered to the other, within 30 (thirty) days of the declaration of the dispute if there be no mediation or within 30 (thirty) days of the issue of the

mediator's opinion if mediation takes place, require that the dispute be referred to arbitration.

89.2 Such arbitration shall be by a single Arbitrator who shall be:

89.2.1 selected by agreement between the parties or, failing such agreement;

89.2.2 nominated on the application of either party by the Chairperson for the time being of the Association of Arbitrators.

89.2.3 The Arbitrator shall have power to open up, review and revise any certificate, opinion, decision, requisition or notice relating to all matters in dispute submitted to him and to determine all such matters in the same manner as if no such certificate, opinion, decision, requisition or notice had been issued.

89.2.4 Upon every or any such reference, the costs of and incidental to the reference and award shall be in the discretion of the Arbitrator, who may determine the amount thereof, or direct same to be taxed as between Attorney and client or as between party and party and shall direct by whom and to whom and in what manner the same shall be borne and paid.

89.2.5 The award of the Arbitrator shall be final and binding on the parties hereto.

89.2.6 In all respects the arbitration shall be conducted in accordance with the Rules for the Conduct of Arbitrators published by the Association of Arbitrators and current at the date the Arbitrator is appointed or nominated.

89.2.7 The arbitration clause contained herein does not preclude the owners from approaching a Court for relief. The Directors may in the name of the HOA 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 deem fit.

89.2.8 In the event of the Directors instituting any legal proceedings against any member or resident 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 resident concerned, calculated as between Attorney and client.

89.2.9 In the event of any breach of the Rules by the members of any member's household or his guests or lessees, such breach shall be deemed to have been committed by the member himself, but without prejudice to the foregoing, the Directors may take or cause to be taken such steps against the person actually committing the breach as they in their discretion may deem fit.

90 **THE IMPOSITION OF FINES**

90.1 The Directors acting on behalf of the HOA shall have the express right to fine a member (who will then have to collect the fine from the lessee of his unit or any other person for whose behaviour the member is deemed liable) should the member or his tenant/agent/invitee/staff member contravene this Memorandum in general.

- 90.2 In the event of a breach of this memorandum the Directors, at their sole discretion, shall place the defaulting member on terms and give him written notice to remedy such breach within a certain period of time, which time period depends wholly on the nature of the breach (if the breach is capable of remedy). The consequences resulting from failure to abide by the notice shall be clearly set out in the letter of demand.
- 90.3 A fine will be imposed if it is necessary for the HOA to provide a written warning to a member (notwithstanding that such warning is in respect of the misbehavior of the lessee, staff member or any other person for whose behavior the member is deemed liable). The imposition of a fine does not preclude the HOA, acting through its Directors, from instituting legal action against any member by virtue of that member or his tenant, employee or visitor's breach.
- 90.4 The Directors acting on behalf of the HOA shall have the express right to fine a member (who will then have to collect the fine from the lessee of his unit or any other person for whose behaviour the member is deemed liable) should the member or his tenant/agent/invitee/staff member contravene this Memorandum.
- 90.5 A fine will be imposed if it is necessary for the Directors to provide a written warning to a member in (notwithstanding that such warning is in respect of the misbehaviour of the lessee, staff member or any other person for whose behaviour the member is deemed liable).
- 90.6 The imposition of a fine does not preclude the HOA, acting through its Directors, from instituting legal action against any member by virtue of that member or his tenant, employee or visitor's breach of the Rules.

4 **ARTICLE 4 - GENERAL PROVISIONS**

4.1 **PUBLIC ANNOUNCEMENTS, SIGNS AND NOTICES**

4.1.1 It is prohibited to place signs, notices, boards or advertisements of any kind whatsoever shall within the estate, with the exception of one standard building signboard setting out details of the Contractor and/or architect which may be placed on the erf.

4.1.2 No signage may be placed on the municipal pavement directly outside the estate/adjacent to the estate without the written authority of the Directors of the HOA and the municipality.

4.2 **AUDITORS**

4.2.1 An auditor shall be appointed in compliance with the Companies Act.

4.2.2 The appointment, powers, rights, remunerations and duties of the auditors shall be regulated by the provisions of the Companies Act.

4.3 **RESERVES**

4.3.1 The directors may set aside out of the profits of the company or contingencies as budgeted for and carry to reserve such sums as they think proper.

4.3.2 All sums standing to the credit of revenue and general reserve shall at the discretion of the directors be applicable for meeting contingencies, for the gradual

liquidation of any debt or liability of the company, for repairing, improving or maintaining any property of the company, for meeting losses on realization of, or writing down investments either individually or in aggregate, or for any other purpose to which profits of the company may appropriately be applied. Pending such application such sums may either be employed in the business of the company (without being kept separate from other assets of the company or be invested and may not be repaid to members.

4.3.3 The directors may divide the reserve into such special reserves as they think fit and re-allocate the amounts of such reserves either in whole or in part to other special or general reserves and may consolidate into one reserve any special reserves or any parts of special reserves into which the reserve may have been divided. The directors may also carry forward any profits without placing them to reserve.

4.4 **NOTICES**

4.4.1 A Notice by the company to any member shall be regarded as validly given if it is delivered personally to the member, or sent by prepaid registered post to him at his registered address or emailed to him by electronic communication at an email address which was provided in terms of this memorandum.

4.4.2 A member entitled to a notice shall be bound by every notice given in terms hereof. The company shall not be bound to enter any person in the register of members until that person gives the company details of the Members physical address, as well as a postal address and email address to enter on the register in terms hereof.

4.4.3 Any notice if given by post, shall be deemed to have been served on the day following that on which the letter or envelope containing such notice is posted, and in providing the giving of the notice sent by post, it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the post office. Any notice by hand and via email shall be deemed to have been served on the same day of transmittal by hand or email.

4.4.4 When a given number of days' notice or notice over any period is required to be given, the days of service shall not be counted in such number of days or period.

4.5 **WINDING-UP**

4.5.1 The company does not have a share capital.

4.5.2 The liability of each member is limited to the following amount upon the company being wound-up in that each member undertakes to contribute to the assets of the company while he is a member or within one year after he has ceased to be a member upon the company being wound-up, the amount of R1.00 (one Rand) in respect of each freehold residential stand of which he is the owner.

4.6 **DISCLAIMER**

4.6.1 The HOA, its Managing, Agents and/or its Directors and staff shall accept no liability whatsoever for injury or loss or damage of any nature or description whatsoever, which the owner of a unit or the occupier of a unit or any member of his family or his staff, or his friends, acquaintances, visitors or guests may sustain, physically

or to his or their property, directly or indirectly, in or about the common property or on the individual erven by reason of any defect in the common property and its amenities or for any act done or any neglect on the part of the HOA, its Directors, employees, agents or contractors.

4.6.2 The HOA or its agents and staff shall not be liable or responsible in any manner whatsoever for the receipt or non-receipt and the delivery or non-delivery of goods, postal matter or any other property.