

MEMORANDUM OF INCORPORATION

OF

ZWARTKOP GOLF ESTATE HOMEOWNERS ASSOCIATION NPC

(Registration number 2004/002619/08)

(A Non-profit company with members, which is referred to in the rest of this Memorandum of Incorporation as "*the Company*")

A. The main Object of the Company:

The main Object of the Company is to protect and advance the communal interest of owners, occupants and other users of any of the properties comprising the Zwartkop Golf Estate, as are more fully defined in this Memorandum of Incorporation, and for this object the Company shall have the powers as set out hereunder and will apply its assets and income accordingly. The Company is also responsible for the maintenance of certain engineering services of all existing and future developments to be incorporated into the Estate.

B. Adoption of Memorandum of Incorporation:

The existing Memorandum and articles of association is amended as set out in this new Memorandum of Incorporation, adopted in accordance with section 16 of the Companies Act of 2008, as evidenced by a special resolution of Members in General Meeting, in accordance with **Attachment "A"** .

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ARTICLE 1 - INCORPORATION AND NATURE OF COMPANY

1.1 Interpretation

In this Memorandum of Incorporation:

- 1.1.1 article headings are used for convenience only and shall not be used in its interpretation, nor modify nor amplify any of the provisions of this Memorandum of Incorporation;
- 1.1.2 unless the context clearly indicates a contrary intention, an expression that denotes:
 - 1.1.2(a) any particular gender shall include the other gender;
 - 1.1.2(b) a natural person, shall include corporate or un-incorporate created entities and *vice versa*;
 - 1.1.2(c) the singular, shall include the plural and vice versa;
- 1.1.3 a reference to a section by number refers to the corresponding section of the Companies Act 71 of 2008;
- 1.1.4 words that are defined in the Companies Act, 71 of 2008, bear the same meaning in this Memorandum of Incorporation as in that Act;
- 1.1.5 words and/or expressions defined in this Memorandum of Incorporation shall bear the same meanings in any Rules, schedules and/or attachments and annexures hereto which do not contain their own defined words and/or expressions;
- 1.1.6 a reference to the Act shall include reference to the Regulations promulgated in terms thereof;
- 1.1.7 in any instance where there is a conflict between a provision (be it expressed, implied or tacit) of this Memorandum of Incorporation and:
- 1.1.8 an alterable or elective provision of the Act, the provision of this Memorandum of Incorporation shall prevail to the extent of the conflict; and
- 1.1.9 an unalterable or non-elective provision of the Act, the unalterable or non-elective provision of the Act shall prevail to the extent of the conflict unless the Memorandum of Incorporation imposes on the Company a higher standard, greater restriction, longer period of time or similarly more onerous requirement, in which event the relevant provision of this Memorandum of Incorporation shall prevail;

any reference to a notice shall be construed as a reference to a written notice, and shall include a notice which is transmitted electronically in a manner and form permitted in terms

- 1.1.10 of the Act directly to the recipient person in a manner and form such that the notice can conveniently be printed by the recipient within a reasonable time and at a reasonable cost;
- 1.1.11 the words “**include**” and “**including**” mean “include without limitation” and “including without limitation”. The use of the words “**include**” and “**including**” followed by a specific example or examples shall not be construed as limiting the meaning of the general wording preceding it;
- 1.1.12 Unless the context clearly indicates a contrary intention or unless otherwise provided and subject to the definitions In the Act, defined terms appearing in this Memorandum of Incorporation in title case shall be given their meaning as defined herein, or in terms of the Act, while the same terms appearing in lower case shall be interpreted in accordance with their plain English meaning;
- 1.1.13 where an expression has been defined in this Memorandum of Incorporation and such definition contains a provision conferring rights or imposing obligations on any party, effect shall be given to that provision as if it were a substantive provision contained in the body of this Memorandum of Incorporation;
- 1.1.14 where figures are referred to in numerals and in words, and there is any conflict between the two, the words shall prevail, unless the context indicates a contrary intention;
- 1.1.15 any reference herein to “**this Memorandum of Incorporation**” or “**Memorandum**” shall be construed as a reference to this Memorandum of Incorporation as amended from time to time;
- 1.1.16 when a particular number of ‘business days’ is provided for between the happening of one event and another, the number of days must be calculated by:
 - 1.1.16(a) excluding the day on which the first such events occurs;
 - 1.1.16(b) including the day on or by which the second event is to occur; and
 - 1.1.16(c) excluding any public holiday, Saturday or Sunday that falls on or between the days contemplated in article 1.1.16(a) and 1.1.16(b) respectively;
- 1.1.17 if the due date for performance of any obligation in terms of this Memorandum of Incorporation is a day which is not a business day then (unless otherwise stipulated), the due date for performance of the relevant obligation shall be the immediately succeeding business day;
- 1.1.18 references to Members represented by proxy shall include Members represented by an agent appointed under a general or special power of attorney and references to Members present or acting in person shall include corporations represented or acting in the manner prescribed in the Act;

- 1.1.19 notwithstanding the omission from this Memorandum of Incorporation of any provision to that effect, the Company may do anything which the Act empowers a Company to do if so authorised by its Memorandum of Incorporation;
- 1.1.20 any schedules and/or attachments and annexures attached to this Memorandum of Incorporation form part of this Memorandum of Incorporation;
- 1.1.21 a reference to any statutory enactment shall be construed as a reference to that enactment as at the Effective Date of this Memorandum of Incorporation and as amended or re-enacted from time to time thereafter;
- 1.1.22 the following expressions shall bear the meanings assigned to them below and cognate expressions shall bear corresponding meanings in this Memorandum of Incorporation and in schedules, attachments or annexures hereto which do not themselves contain their own definitions:
- 1.1.22.1 “**The Act**” means the Companies Act, no 71 of 2008, including any amendments, consolidation or re-enactment thereto;
- 1.1.22.2 “**Alterable provision**” means a provision of the Act in which it is expressly contemplated that its effect on a particular company may be negated, restricted, limited, qualified, extended or otherwise altered in substance or effect by that company’s Memorandum of Incorporation.
- 1.1.22.3 “**Unalterable provision**” means a provision of the Act that does not expressly contemplate that its effect on any particular company may be negated, restricted, limited, qualified, extended or otherwise altered in substance or effect by a company’s Memorandum of Incorporation or Rules;
- 1.1.22.4 “**The Association**” or “**Company**” means the ZWARTKOP GOLF ESTATE HOME OWNERS ASSOCIATION NPC, Reg. no. 2004/002619/08;
- 1.1.22.5 “**Alienate**” – means the transfer of any rights or interest whatsoever in respect of any Unit arising and whether voluntarily or involuntarily and includes by way of sale, exchange, donation, deed, intestacy, will, cession, assignment, court order of insolvency, irrespective of whether such alienation is subject to a suspended or resolute condition, and alienating has a corresponding meaning;
- 1.1.22.6 “**Auditors**” means the Company’s appointed registered auditors from time to time and appointed by the Board;
- 1.1.22.7 “**Board of Directors/Board**” means all the Directors duly appointed as such in terms of this Memorandum from time to time to serve and represent its Members;
- 1.1.22.8 “**Business Day**” – any day other than a Saturday, Sunday or public holiday in the Republic of South Africa;“

- 1.1.22.9 **Chairperson or the Vice Chairperson**” means the Chairperson or Vice Chairperson of the Board. Where the expression is used with reference to any Members’ or Directors’ meeting at which these elected persons are not present, the person elected by the Members or Directors present, depending on which meeting is applicable, shall act as Chairperson;
- 1.1.22.10 **“Common Property”** refers to immovable property owned by the Company, severally or jointly, which includes any servitude area registered in favour of the Company, as well as all improvements, infrastructure, amenities and equipment of any nature, developed and/or installed on such immovable or servituted properties, as are owned by the Company and/or for which the Company bears the responsibility to maintain, such as, amongst others, the streets, streetscapes, pavements, fencing, security fencing and systems, entrance gates, gate houses, electrical reticulation, sewerage reticulation, storm water reticulation and any equipment or amenities used ancillary to such Common Property, including gardens and buildings;
- 1.1.22.11 **“Delivery”** or **“sent”** means delivery by hand, mail and/or telefax and/or email to the physical or postal address or telefax number or email address of the Member as recorded in the Register of Members in terms of section 24(4) of the Act;
- 1.1.22.12 **“Developer”** means:
- 1.1.22.12(a) any person, including a juristic person, that develops land and/or has contracted with the Company to incorporate an approved township for which a section 82 certificate exists, as meant and defined in the Town-Planning and Township Ordinance (Transvaal) Nr. 15 of 1986, or equivalent legislation for the establishment of a Township, and all individual Units situated on such an approved township into the Estate, whether such a contract has been completed or not;
- 1.1.22.12(b) a developer of a development scheme, both as meant in the Sectional Titles Act, 95 of 1986 and who has contracted with the Company to incorporate the said scheme into the Estate on registration of the sectional plan and opening of the sectional register as meant in the last mentioned statute, whether such a contract has been completed or not;
- 1.1.22.13 **“Estate”** or **“Zwartkop Golf Estate”** means the Common Property and the Units and any adjoining perimeter outside the natural boundaries of the collective of Common Properties and Units;
- 1.1.22.14 **“Effective Date”** means the receipt date upon which the Companies and Intellectual Property Commission (“CIPC”) formally issues a receipt having received this Memorandum of Incorporation;
- 1.1.22.15 **“Estate Manager”** means the manager appointed by the Board of Directors from time to time to manage the affairs of the Company on behalf of the Board.

- 1.1.22.16 **“General Meeting”** means a properly constituted general meeting of the Company and unless the context indicates otherwise, will include the Annual General Meeting of the Company;
- 1.1.22.17 **“Levies”** means contributions levied in terms of this Memorandum of Incorporation upon Members for the purpose of meeting all the expenses which the Company has incurred or which the Directors reasonably anticipate the Company will incur in the attainment of its stated Object and to allow the Company to meet its purposes and exercise its powers as stated herein (“normal levies”), also special levies and social membership fees as provided for in article 1.6.5 of the Memorandum of Incorporation;
- 1.1.22.18 **“Legal Representative”** means any person who has submitted proof (which is satisfactory to the Board) of his appointment (and, to the extent required by the Board, the continuation of that appointment) as:
- 1.1.22.18(a) an executor of the estate of a deceased Member, or a curator, guardian or trustee of a Member whose estate has been sequestered or who is otherwise under any disability or is a minor;
 - 1.1.22.18(b) the liquidator of any Member that is a juristic person or body corporate in the course of being wound up; or
 - 1.1.22.18(c) the business rescue practitioner of any Member which is a company undergoing business rescue proceedings;
- 1.1.22.19 **“Register of Members”** means the register of Members of the Company as meant in terms of section 24(4) of the Act;
- 1.1.22.20 **“Resident”** and **“Occupier”** means a person in occupation of a Unit on a temporary or permanent basis by agreement with and/or consent from the Member of a relevant Unit or through his affiliation or association with such Member;
- 1.1.22.21 **“Unit”** means:
- 1.1.22.21(a) An erf defined in Town-Planning and Township Ordinance (Transvaal) Nr. 15 of 1986, as land in an approved township registered in a deeds registry as an erf, lot, plot, or stand or as a portion or the remainder of any erf, lot, plot, or stand or land indicated as such on the general plan of an approved township, and includes any particular portion of land laid out as a township which is not intended for public place, whether or not such township has been recognized, approved or established as such in terms of said Ordinance or any repealed law;

1.1.22.21(b) A unit defined in terms of the Sectional Titles Act, Act 95 of 1986 as a Section with its undivided share in common property apportioned to that Section in accordance with the quota of that Section; and

1.1.22.21(c) Any real right of extension as meant in the Sectional Titles Act, Act 95 of 1986;

whether subdivided or consolidated or extended, all rights in relation thereto having been made subject to the obligations and conditions imposed by the Company upon such Unit, through written contract and/or through the title deed of such Unit and/or through township establishment conditions, and which consequently binds any current and future owner, Occupier and/or user of a Unit to and in terms of this Memorandum of Incorporation and the Rules promulgated in terms hereof;

1.1.22.22 “**Writing**” or “**in writing**” or “**written**” means legible writing and in English and includes printing, typewriting, lithography or any other mechanical process, as well as any electronic communication/data message in a manner and a form permitted in terms of the Act, accessible in a manner usable for subsequent use; and

1.1.22.23 “**Zwartkop Country Club (Pty) Ltd**”, means the Zwartkop Golf Club owner.

1.1.22.24 The Company and the Members are the parties to this Memorandum of Incorporation and a reference to parties or a party shall be construed accordingly;

1.1.23 Every article, paragraph and every clause is severable from every other article, paragraph and/or clause and should any article, paragraph or clause (or part thereof) be void or voidable it will be regarded as *pro non scripto* and the rest of the Memorandum of Incorporation will remain of force.

1.2 Incorporation

1.2.1 The Company is incorporated as a non-profit company with Members, as defined in the Act.

1.2.2 The Company is incorporated in accordance with, and governed by-

1.2.2(a) the unalterable provisions of the Act that are applicable to Non Profit companies;

1.2.2(b) the alterable provisions of the Act that are applicable to Non Profit companies, subject to any limitation, extension, variation or substitution set out in this Memorandum of Incorporation; and

1.2.2(c) the provisions of this Memorandum of Incorporation.

1.2.3 The Memorandum of Incorporation in the prescribed form as contemplated in section 13(1)(a)(i) of the Act shall not apply to the Company.

- 1.2.4 This Memorandum of Incorporation amends and replaces the existing Memorandum and articles of association of the Company, and is adopted in terms of section 16(1)(c) of the Act.
- 1.2.5 If the provisions of this Memorandum of Incorporation are in any way inconsistent with the provisions of the Act, the provisions of the Act shall prevail, and this Memorandum of Incorporation shall be read in all respects subject to the Act.

1.3 Objects and Powers

The Object of the Company is as set out on the cover sheet, item A, and except to the extent necessarily implied by the stated Object, the purposes and powers of the Company:

- 1.3.1 Are not subject to any restrictive conditions contemplated in section 19(1)(b)(ii) of the Act and has all the legal powers and capacity of an individual;
- 1.3.2 Are not subject to any restrictive conditions contemplated in section 15(2)(b) of the Act and does not prohibit the amendment of any particular provision of this Memorandum of Incorporation;
- 1.3.3 Are not limited by the omission from this Memorandum of Incorporation of any provision to that effect, and the Company may do anything which the Act empowers a company to do if so authorised by its Memorandum of Incorporation.
- 1.3.4 Shall include, but will not be limited to the following purposes and powers:
 - 1.3.4(a) to manage, control, maintain and administer, on behalf of its Members, the Common Property of the Association;
 - 1.3.4(b) to formulate Rules for the control of buildings, walling, fencing, exterior, lighting, signage, landscaping on and adjoining the Estate and to ensure compliance with such Rules by the Members;
 - 1.3.4(c) to monitor compliance by the Members of the township establishment conditions, building restrictions and requirements and, where necessary, to notify the local authority with a view to enforcement of such conditions, restrictions or requirements;
 - 1.3.4(d) to formulate and implement Rules relating to security, landscaping, vegetation, parking, road use, signage and advertising, exterior finishes of buildings, fencing or walling on and adjoining the Estate;
 - 1.3.4(e) to make and enforce Rules concerning design, landscaping, ecological planning and any building activities on the Estate and adjoining the Estate;
 - 1.3.4(f) to ensure that Members maintain their Units and streetscapes in a clean and tidy condition;
 - 1.3.4(g) to consent to sub-division, consolidation or re-zoning of any Unit, the exercise of a real right of extension, and to impose such conditions relating to any landscaping and aesthetic appearance, as they may deem fit;

- 1.3.4(h) to control access to and from the Estate;
- 1.3.4(i) to collect Levies towards funds of the Company for the attainment of the Object of the Company, and to allow the Company to meet its purposes and exercise its powers as stated herein;
- 1.3.4(j) to create Rules of conduct concerning the rights and obligations of Members and the use of Common Property and Units within the Estate and to ensure that the terms, conditions and obligations as are imposed in this Memorandum of Incorporation, are enforced equally upon all Members. This is subject to such restrictions and conditions as may be imposed by the Members upon the Directors in General Meeting. Members shall, unless otherwise stated in this Memorandum of Incorporation, have equal rights and obligations;
- 1.3.4(k) to contract with any Developer or other party for the purposes of incorporating into the Estate:
 - i) any proclaimed township or stand as defined in the Town-Planning and Township Ordinance (Transvaal) Nr. 15 of 1986;
 - ii) any development scheme as meant in the Sectional Titles Act, 95 of 1986 on registration of the sectional plan and opening of the sectional register as meant in the last-mentioned statute;

The incorporation is subject to a) all the agreed external and internal services as required by any governmental authority having been installed and approved by such authority and the Directors. b) the perimeter of such approved township or erf/development scheme having been secured as required by the Board. , c) the Developer having bound itself to this Memorandum of Incorporation and Rules and having met such further terms as the Board in its discretion may contract with such Developer;

1.3.5 Upon dissolution of the Company, its net assets must be distributed in the manner determined in accordance with Item 1(4)(b) of Schedule 1 of the Act, which holds that :-

1.3.5(a) the net value of the Company must be distributed to one or more non-profit companies carrying on activities within the Republic of South Africa, voluntary associations or non-profit trusts – having objects similar to the Company’s main Object; and

1.3.5(b) as determined:

- (i) by majority resolution of the Members, immediately before the time of dissolution, or, failing such determination;
- (ii) by a competent court of law with the necessary jurisdiction.

1.4 Memorandum of Incorporation and Rules

- 1.4.1 This Memorandum of Incorporation may be altered or amended only in the manner set out in sections 16 of the Act (dealing with amendments to a company's memorandum of incorporation), 17 of the Act (dealing with alterations, translations and consolidations of a company's memorandum of incorporation) or 152(6)(b) of the Act (dealing with the amendment of a company's memorandum of incorporation by a business rescue practitioner in terms of an approved business rescue plan) of the Act, subject to the requirement that any alteration of the Memorandum of Incorporation, made in terms of section 17(1) of the Act, shall be published to the Members of the Company, by delivering a copy of the altered Memorandum of Incorporation, to each member by hand or ordinary mail or telefax or e-mail.
- 1.4.2 The Board may, in terms of section 15(2) and (3) of the Act propose Rules, subject to approval by the Members provided for in article 1.4.3, necessary or incidental to the management of the Company, to attain the Objective of the Company as set out in paragraph 1.3 above and to meet the purposes and powers per article 1.3.4, and which shall include Rules with regards to the following aspects:
- 1.4.2(a) The preservation of the environment, ecological planning and the prevention of dolomite related risks through the control and maintenance of vegetation and landscaping on the Estate, the usage of water on the Estate and the implementation of a dolomite management program;
 - 1.4.2(b) The right to control and/or prohibit through standards and guidelines site-works effected on any part of an incorporated township to the Estate, site-works on a Unit, the erection and design of proposed buildings and outbuildings, fences and structures to be erected on Units, the architectural and aesthetic styling, planning, and finishing of the exteriors of proposed buildings and outbuildings, fences and structures to be erected on Units, which include further additions and alterations to a Unit, whether upon or within the boundaries of any Unit ("collectively "the improvements");
 - 1.4.2(c) The right to control and/or prohibit any actions which may affect the aesthetical appearance of any existing improvements, which include alterations to the exteriors of buildings and other improvements, the additions of swimming pools, pergolas, awnings, carports, pathways, satellite and/or radio antennae dishes and/or -receivers, air-conditioning units and/or solar heating systems and panels;
 - 1.4.2(d) The landscaping and maintenance of vegetation on Units and the Common Property, including the maintenance of streetscapes/sidewalks to Units, the maintenance of improvements to Units, the Common Property and areas adjoining the perimeter of the Estate;
 - 1.4.2(e) The right to prohibit, restrict or control the keeping of any animal/bird/reptile which may be regarded as dangerous or likely to cause a nuisance and/or disturbance to other Residents or to the flora and fauna on the Estate;
 - 1.4.2(f) The security, parking, signage and advertising upon the boundary of or adjoining any Unit or Common Property and the right to prohibit, restrict or control the placing or affixing of signage, advertising, ornamentation or embellishments to the outside of a building or improvement or on a Unit, including the power to remove, or order the removal or to procure an order for removal of any such objects;

- 1.4.2(g) The conduct of any Person or Persons within the Estate for the preservation of peace and tranquillity and the prevention of nuisance of any nature to any Member or Resident or to prevent any harm to the environment;
- 1.4.2(h) The furtherance and promotion of the Object and purposes of the Company and/or for the better management of the affairs of the Company and/or for the advancement of the interests of Members in their capacity as such;
- 1.4.2(i) The right to control reasonable access to the Estate and to any part thereof, the right to control and administer general security arrangements on the Estate, including the nature and type of security to be provided to Members, Residents and other entrants to the Estate, and in general to protect the Members and Residents and all entrants to the Estate and enhance the security of the Estate, however excluding the security arrangements of any particular Unit;
- 1.4.2(j) The control of any visitors, contractors and labourers and restriction of their access and activities on the Estate; and
- 1.4.2(k) The enforcement of any of the Rules through a system of fines and penalties or such other action as may be appropriate;
- 1.4.2(l) The incorporation of any proposed and approved township into to the Estate, the control and/or prohibition of any proposed consolidation, subdivision or rezoning of any Unit and the determination of security, services, landscaping and aesthetic conditions, which shall apply prior to any incorporation, rezoning and sub-division, if approved.
- 1.4.3 Rules proposed by the Board must be approved by the Members of the Company by ordinary resolution at a General Meeting and will become effective and enforceable on the date of such approval, or a later date provided for in the resolution approving the Rules.
- 1.4.4 The Board must publish any Rules made by delivering a copy of those Rules to each Member either by hand, or ordinary mail or telefax or e-mail. The Rules are to be made available for inspection on the Company's website and at the administration office of the Company on the Estate at all times within business hours and a copy will be made available against payment of a reasonable fee as determined by the Board from time to time.
- 1.4.5 The Company may itself, through the Members in General Meeting, subject to the Object of the Company, make any Rules dealing with issues as meant in article 1.4.2 and may likewise vary or modify any Rules made by it or proposed by the Directors from time to time.
- 1.4.6 Save to the extent of amendment, the Rules made in terms of this Memorandum of Incorporation with regards to conduct of Members or any other matter, in force on the date before this Memorandum of Incorporation is accepted by the Members, will remain of force and effect as if they were issued in terms of this article 1.4.
- 1.4.7 The current Rules are set out in **Attachment B** enclosed.
- 1.4.8 Dispute Resolution and Arbitration:
The dispute resolution procedures are set out in the enclosed **Attachment C**.

1.5 Optional provisions of the Act

- 1.5.1 The Company elects, if it is not required by the Act to have its annual financial statements audited, to, in terms of section 34(2) of the Act, appoint an Auditor, but will not appoint an audit committee or a company secretary.
- 1.5.2 The removal of the Auditor will only be effected by an ordinary resolution of the Company taken at a General Meeting of the Members.

1.6 Terms of Membership

- 1.6.1 As contemplated in Item 4(1) of Schedule 1 of the Act, the Company has Members, who are all in a single class, being voting Members, each of whom has an equal vote as set out in this Memorandum of Incorporation in any matter to be decided by the Members of the Company.
- 1.6.2 Qualification for membership of the Company
 - 1.6.2.1 “Membership is indivisibly linked to ownership of a Unit. When a Member is or becomes the registered owner of a Unit, he shall *ipso facto* be or become a Member of the Company in relation to that Unit, and when he ceases to be the owner of that Unit, he shall *ipso facto* cease to be a Member of the Company vis-à-vis that Unit.
 - 1.6.2.2 Membership of the Company shall notwithstanding the provisions of article 1.6.3 be limited to:-
 - 1.6.2.2(a) any Person who, at incorporation or thereafter, is reflected, in terms of the Deeds Registries Act, No. 47 of 1937, in the records of the Deeds Office concerned, as the registered owner of a Unit and who will be bound by the provisions of the Act, this Memorandum of Incorporation and any Rules made and incorporated hereunder; Provided that such a person will be obliged to become a Member of the Company and an offer to purchase a Unit in the Estate will be deemed to be an application to become a Member of the Company in terms of article 1.6.3;
 - 1.6.2.2(b) Where any Unit in the Estate is owned by more than one Person, all the registered owners of that Unit shall together, subject to article 1.6.2.2(c) be deemed to be one Member of the Company and have the rights and obligations of one Member of the Company; provided however that all co-owners of a Unit shall be jointly and severally liable for the due performance of any obligations towards the Company attracted to that Unit;
 - 1.6.2.2(c) If the Member contemplated in this article 1.6.2 is not a natural person or the Owner of a Unit is more than one person, it will be obliged prior to transfer to nominate a natural person to represent it and to notify the Company of the full names, street address, postal address and email address of the said representative,

failing which the Company may choose the identity of the representative from amongst the directors, owners, trustees, partners or other office bearers and/or members of the Member. Such a Member/s agrees that such a natural person will be deemed to be the duly appointed agent of that Member/s for all purposes and also for purposes of this Memorandum of Incorporation and Rules until substituted by any other natural person by way of written notification to the Company.

1.6.2.3 Developers will become Members of the Estate with all the rights and obligations of ordinary Members as per written agreement entered into with the Board, which shall not occur until the Units to be incorporated in the Estate form part of a proclaimed township as meant in the Town-Planning and Township Ordinance (Transvaal) Nr. 15 of 1986, such township being proclaimed and the required section 82 certificate has been issued and where the development concerned is a development scheme as meant in the Sectional Titles Act, 95 of 1986, the sectional plan has been registered and the sectional register has been opened as meant in the Sectional Titles Act, 95 of 1986, and shall remain Members while owning any Units in the Estate.

1.6.2.4 Further developments, immovable properties and sections not already being Units as at adoption date hereof, may only be incorporated into the Estate by the passing of a special resolution of Members at a General Meeting.

1.6.3 Application for and termination of membership

Subject to the provisions of article 1.6.2, application for membership of the Company shall be made in writing.

1.6.3.1 When application is made for membership of the Company by a Person, such Person shall be deemed to have declared himself bound by the terms and conditions of this Memorandum of Incorporation and any Rules made thereunder and such Person shall be deemed to have acquainted himself with the terms and conditions thereof.

1.6.3.2 A Member of the Company shall remain a Member vis-à-vis a specific Unit, until he ceases to be the registered owner thereof, and a Member shall therefore not be entitled to resign as a Member of the Company vis-à-vis a specific Unit unless he ceases to be the owner of that Unit. Cessation of registered ownership of a specific Unit will be deemed to be an irrevocable application for the cessation of membership in relation to that Unit only and consequent registration of transfer to a transferee constitutes acceptance of such cessation by the Directors in terms of this Memorandum of Incorporation.

1.6.3.3 The Company shall keep a Register of Members at its office and at the office of its Auditor, unless otherwise required in terms of the Act.

1.6.4 Rights and obligations of membership

1.6.4.1 The terms and conditions contained in this Memorandum of Incorporation bind all Units through restrictive conditions and otherwise, and therefore current and

future Members, including Residents and Legal Representatives and successors in title.

- 1.6.4.2 In the event of death, dissolution, deregistration, sequestration or liquidation of a Member, the obligations of the deceased/dissolved/sequestered/deregistered/liquidated Member shall continue against his or her estate and any successor in title.
- 1.6.4.3 Subject to Conditions of Establishment of any township forming part of the Estate, the title deed conditions and any restrictive conditions contained in the title deed of a Unit as registered in terms of the Deeds Registries Act, No. 47 of 1937, in the records of the Deeds Office concerned, a Unit may only be de-classified and removed as a Unit in the Estate by special resolution of Members and consequent upon a written agreement between the Company and owner concerned.
- 1.6.4.4 The rights and obligations of a Member shall not be capable of cession, assignment or be transferable and every Member shall:
 - 1.6.4.4(a) further, to the best of his ability, the Objects and interests of the Company;
 - 1.6.4.4(b) observe all Rules made by the Company;
 - 1.6.4.4(c) pay all Levies due by the Member, to the Company;
 - 1.6.4.4(d) comply with the Conditions of Establishment of any township forming part of the Estate;
 - 1.6.4.4(e) abide by the Memorandum of Incorporation and adhere to the Rules made in terms of the Memorandum of Incorporation from time to time:

provided that nothing contained in this Memorandum of Incorporation of the Company shall prevent a Member from ceding his rights in terms of this Memorandum of Incorporation as security to the mortgagee of the Member's Unit;

- 1.6.4.5 No Member shall let or otherwise part with occupation of his Unit, whether temporarily or otherwise, unless he has agreed in writing with the proposed Occupier of such Unit, as a *stipulatio alteri* in favour of the Company that such Occupier shall be bound by all the terms and conditions of this Memorandum of Incorporation and any Rules made thereunder, and such written agreement is lodged with the Company prior to the proposed Occupier taking occupation of the Unit in question.
- 1.6.4.6 All Members agree to be bound and be liable to the Company for any breach of this Memorandum of Incorporation or the Rules by the Member concerned, any Resident of a Unit belonging to such Member or by an invitee of such Member, all Members herewith assuming liability for any breaches by such Residents and/or invitees, however without prejudicing the Board to take or causing to be

taken such steps against the Person actually committing the breach, as the Board in its discretion may deem fit.

- 1.6.4.7 Every Member shall, when he agrees to transfer ownership of his Unit in the township, set it as a condition of the agreement of sale and transfer, that the new owner shall apply for membership of the Company and be accepted as Member of the Company, as provided for in article 1.6.3, and therefore become a Member of this Company, accepting his/her/its obligations towards the Company as Member.
- 1.6.4.8 Subject to article 1.6.4.11, any Person who becomes a new Member shall be liable for and be obliged to rectify all breaches of this Memorandum of Incorporation and the Rules as may not have been rectified by the previous Member on registration of transfer of the Unit concerned to the new Member in the records of the Deeds Office concerned, and shall be liable and be obliged to pay all unpaid Levies and other due to the Company of such a previous Member as owner of a Unit concerned.
- 1.6.4.9 No Member or Legal Representative shall be entitled to dispose of or to effect transfer of a Unit to any other person without the written consent of the Company first having been obtained in the form of a clearance certificate, approved by the Board and issued under the hand of the Estate Manager, or his/her/its authorised agent, he having certified that such Member as at date of transfer has complied with all his/her/its financial and other obligations towards the Company up to at least date of registration of transfer. The Board in issuing the certificate referred to above shall be entitled to charge a fee therefore to be determined by the Board from time to time, the amount of which are subject to review by the Members in General Meeting.
- 1.6.4.10 A clearance certificate as afore stated shall not be issued and registration of transfer may not occur while:
- 1.6.4.10(a) The selling Member is in arrear with any levies, penalties, fines or interest or other payment due to the Company in terms of the Memorandum of Incorporation or the Rules or otherwise;
 - 1.6.4.10(b) Such Member is in breach with any of his obligations towards the Company in terms of the Memorandum of Incorporation or the Rules and has failed to remedy such breach after having been called upon by the Company, in writing, to remedy such breach and remain in breach;
 - 1.6.4.10(c) The prospective transferee has not applied for membership of the Company, subject to article 1.6.3, where such application is required.
- 1.6.4.11 In the event that South African law allows for a transferring Member or his Legal Representative to transfer a Unit in the absence of a clearance certificate as above, article 1.6.4.8 shall specifically apply;

- 1.6.4.11(a) In such an event, the Company shall be entitled to provide under the hand of the Estate Manager a certificate of non-compliance and in which certificate the Estate Manager shall certify to what extent the transferring Member or his Legal Representative has failed to comply with his obligations to the Company as contained in this Memorandum of Incorporation and the Rules. Further, the said certificate of non-compliance shall state what is required to rectify the breach/s concerned.
- 1.6.4.11(b) Any subsequent and prospective transferee shall then upon becoming a Member be obliged to immediately rectify those breach/s as identified in the certificate of non-compliance and no other.
- 1.6.4.12 The provisions of this article 1.6.4 shall apply *mutatis mutandis* to any alienation of an undivided share in a Unit.
- 1.6.4.13 For the purposes contained in this Memorandum of Incorporation the Board may have any Member enter an appropriate irrevocable endorsement against the title deed of any Unit, thereby binding the Units and all owners of Units to the terms of this Memorandum of Incorporation and the Rules as may exist from time to time.
- 1.6.5 Levies
- 1.6.5.1 All Members shall be liable for payment of Levies, as may be determined in terms of this Memorandum of Incorporation as and when due and payable, and as may be required for the fulfilment of the Object and purposes of the Company.
- 1.6.5.2 At the Annual General Meeting the Directors shall present to the Members for approval a budget of income and expenditure for the next financial year and a Levy proposal for the next financial year. The Levies so approved shall apply until the end of that next financial year.
- 1.6.5.3 The notice of each Annual General Meeting will contain an annual budget for the following Levy period, with explanatory notes added to substantiate the entries contained in the proposed budget and also the new levies proposed for approval by the Members.
- 1.6.5.4 The Directors may propose the creating of a reserve/s from Levies for approval by the Members, but must indicate the amount to be collected through Levies to be held as reserve/s in anticipation of future expenditure and indicate what the anticipated future expenditure will be.
- 1.6.5.5 The Directors shall advise each Member in writing as soon as practically possible after the Annual General Meeting of the amount of Levies payable by such Member for that next financial year.
- 1.6.5.6 The annual Levy proposed to and approved at the Annual General Meeting shall be due on the first day of the first month of the following financial year.

- 1.6.5.7 The annual Levy proposed and approved at the Annual General Meeting shall be payable by the Members of the Company in equal monthly installments, commencing on the seventh day of the first month of the following financial year and subsequently on the seventh day of each month thereafter up to and including the next approved Levy increase period.
- 1.6.5.8 The Directors may during the course of any financial year of the Company at any General Meeting propose an increase in normal Levies or special Levies to meet existing or future expenses in pursuit of the Object of the Company; provided that proper notice has been given that approval for such increased Levies will be sought at the General Meeting concerned. For this purpose the Board will prepare and include in any notice of a meeting concerned a budget and proper motivation accompanied by a detailed feasibility study and the proposed date of implementation of the increase in Levies to be presented at a General Meeting or Annual General Meeting of the Company for approval.
- 1.6.5.9 All Levies per article 1.6.5.8 become due and payable as decided at the General Meeting, and if a due date is not agreed, on the first day of the first month following the month in which the increased or special Levy was approved as per article 1.6.5.8. If it is agreed that such Levy is not payable in one lump sum, it will be payable in equal monthly installments from and including the seventh day of the first month following on the date of the applicable General Meeting and thereafter on the same day of each subsequent month, subsequent to Levy increase, up to and including the next approved Levy amendment date.
- 1.6.5.10 The Board shall not commit the Company to operating expenses or commitment to an expense of a capital nature in excess of a pre-determined percentage of the total budgeted expenditure as set by Members in General Meeting from time to time, without the sanction of the Members in General Meeting.
- 1.6.5.11 Interest shall be charged on any arrear amounts due to the Company, and the Directors shall be empowered in addition to such other rights as the Company may have in law against its Members, to determine the rate of interest from time to time. Should the Directors fail to make any determination of the interest rate, then and in that event, the prescribed rate of interest, as may be applicable from time to time in terms of the Prescribed Rate of Interest Act, Act No. 55 of 1975 shall be applicable. Interest shall be calculated on the daily balance of arrear amounts from due payment date, compounded monthly in arrears from due payment date to date of final payment, both days inclusive. Interest imposed by the Directors shall be subject to review by the Members in General Meeting and shall not exceed any limitations set by legislation.
- 1.6.5.12 The obligation of a Member to pay a Levy and interest shall cease upon his ceasing to be a Member without prejudice to the Company's right to recover arrear Levies and interest and penalties, fines and other amounts due to the Company. No Levies, interest, penalties, fines or other amounts paid by a Member shall under any circumstances be repayable by the Company upon a Member ceasing to be a Member. Subject to recovery of arrear Levies as per article 1.6.4.11, a Member's successor in title to a Unit shall be liable for payment of Levies as from the date upon which he becomes the registered owner of the Unit as reflected in the applicable Deeds Registry.

- 1.6.5.13 Any amount due by a Member by way of Levy, penalty, fine and/or interest shall be a debt due by him to the Association and be added for informative purposes to a Levy account statement to be sent to the Member.
- 1.6.5.14 There may be different categories of Levies for different Units and these levies are either a full Levy or a fraction of a full Levy as proposed by the Board from time to time and approved in General Meeting.
- 1.6.5.15 A Unit from which a business is lawfully and with consent of the Company being operated shall attract an additional business Levy as may be determined by the Board from time to time, taking into consideration the type of business being operated from the Unit, the security and traffic impact of such business in the Estate, the principles of natural justice and any other consideration as the Board may apply in its sole discretion in determining the business Levy payable;

1.6.6 Indemnities and limitation of liability

- 1.6.6.1 Each Member hereby indemnifies the Company against all loss, liability, damage or expense which any invitee of such a Member, which includes the applicable Member's representatives, agents, employees, servants, customers, clients, contractors, visitors and guests, may suffer on the Estate from the actions or omissions of the Company, any of its employees, agents, representatives, servants, or contractors, and which occurred during the membership of such Member.
- 1.6.6.2 The Company shall notify the Member concerned of any such claim/s which may be made against the Company in respect of any matter referred to in article 1.6.6.1 within fourteen (14) days of the Company becoming aware thereof (or within such shorter period as may be reasonable in the circumstances) to enable the Member to take steps to contest such claim.
- 1.6.6.3 The Member concerned shall be entitled to contest the claim concerned in the name of the Company; provided that –
 - 1.6.6.3(a) the Member shall control the day-to-day proceedings in regard thereto;
 - 1.6.6.3(b) the Member indemnifies the Company against all reasonable costs which may be incurred or become payable as a consequence of such steps;
 - 1.6.6.3(c) the Company shall render reasonable assistance to the Member concerned in regard to the steps taken by such Member; and
 - 1.6.6.3(d) the Company shall consult with the Member in regard to the steps to be taken by the Member.
- 1.6.6.4 The Member shall pay to the Company the amount of an indemnified claim forthwith upon the Company becoming obliged to make payment thereof through legal process or otherwise, and where settled the Member concerned must approve the settlement in writing for the claim to be enforceable against such Member.
- 1.6.6.5 Where the Member concerned has indicated that he will proceed to contest an indemnified claim, but he does not proceed with the contest of the claim properly, the Company shall be entitled to require the Member either to pay the

amount of the indemnified claim in question in trust to the attorneys of the Company, pending the outcome of the contest or the Company shall be entitled to require the Member to give proper and adequate security therefore, payable as per article 1.6.6.4.

- 1.6.6.6 Save where expressly excluded in this Memorandum of Incorporation, in general the Members are jointly liable for any loss, claim, action, expense, damage or injury suffered by the Company during such Members' membership and from whatever cause, and indemnifies the Company herewith accordingly.
- 1.6.6.7 Save to the extent expressly provided in this Memorandum of Incorporation and the Rules, the Company makes no warranties or representations whatsoever in respect of any services supplied by it to the Members in terms of this Memorandum of Incorporation. All other statutory, express implied or tacit, terms and conditions or warranties are excluded.
- 1.6.6.8 Save as otherwise determined in this Memorandum of Incorporation, and excluding legal costs incurred to enforce the terms of this Memorandum of Incorporation, the Company shall not be liable to any Member for any direct or indirect financial loss, including loss of business, profit, savings, revenue, or goodwill suffered or sustained by the Member howsoever arising, whether from breach of the terms of the Memorandum of Incorporation and Rules or otherwise. Insofar as the Company may however be held liable for any such loss suffered, the liability of the Company shall be limited to the sum of all Levies paid by the Member concerned.

1.6.7 Breach

- 1.6.7.1 Subject to any other provision of this Memorandum of Incorporation and the Rules providing for the remedy of any breach of any provision hereof, should the Company on the one hand, or the Member, on the other hand ("the defaulting party"), commit any material breach of any term, condition, undertaking or representation contained in this Memorandum and the Rules, and should the defaulting party fail to remedy such breach within seven (7) days after receipt of written notice to that effect from the other party ("aggrieved party") requiring the breach to be remedied, then the aggrieved party shall be entitled to claim specific performance by legal process of all of the defaulting party's obligations, whether or not due for performance, without prejudice to the aggrieved party's rights to claim damages as the aggrieved party may be entitled to.
- 1.6.7.2 For the enforcement of this Memorandum of Incorporation and the Rules made in terms hereof, the Board may impose a system of fines or penalties, as the case may be, the amounts of which fines and penalties shall be determined by the Board and may take such action including proceedings in court as it may deem necessary.
- 1.6.7.3 The Directors may over and above the charges per article 1.6.7.2 from time to time determine a charge based on reasonable, fair and justifiable costs incurred by the Company to be levied against Members in arrears, as an administration charge payable to the Company and forming part of the debt due to the Company.
- 1.6.7.4 All payments made by a Member and received by the Company, shall be allocated firstly towards interest, then legal costs and thereafter towards capital. The Board reserves the right to allocate payments as they deem fit. In the absence of an express allocation by the Board, all payments will be allocated to the debt newest in time. Any payments in lieu of a debt that has been handed over to an attorney for collection will be deducted from the most recent debt, as

well as the costs incurred to date of payment. All subsequent payments will be allocated to the older amounts outstanding, until the total amount outstanding has been recovered.

- 1.6.7.5 Should a Member fail to effect payment of Levies on payment date, the full outstanding balance remaining unpaid for the financial year shall become due and payable on notice, but the Board may at their sole election and discretion agree to a re-payment arrangement with the Member concerned and subject to such conditions as the Board may impose. The Board, in managing the financial obligations and cash flow requirements of the Company, may at their sole election and discretion agree to reduce, vary or discount the full outstanding balance remaining unpaid by a Member, subject to such conditions as the Board may impose.
- 1.6.7.6 Subject to any other express provision of this Memorandum of Incorporation or the Rules to the contrary, no remedy for a breach of any provision of this Memorandum of Incorporation or the Rules, which is conferred by any provision of this Memorandum of Incorporation is intended to be exclusive of any other remedy which is otherwise available at law, by statute or otherwise. Each remedy shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law, by statute or otherwise. The election of any one remedy by any party shall not constitute a waiver by such party of the right to pursue any other remedy.
- 1.6.7.7 Termination of membership for any cause shall not release a Member from any liability which at the time of termination has already accrued to the Company, or which thereafter may accrue in respect of any act or omission prior to such termination.
- 1.6.7.8 Subject to article 1.4.7, the Company may enforce the provisions of this Memorandum of Incorporation and the Rules by civil application or action in a Court of competent jurisdiction and for this purpose may appoint such attorneys and counsel and expend such related costs as the Board may deem fit.
- 1.6.7.9 Save as otherwise determined in this Memorandum of Incorporation, a Member shall be liable for and pay all legal costs, including costs as between attorney and own client, collection commission, expenses and charges incurred by the Company in obtaining the recovery of arrear Levies, penalties, fines, interest or any other arrear amounts due and owing by such Member to the Company or in enforcing compliance with the Act, the provisions of this Memorandum of Incorporation, or the Rules. Such legal fees and related charges will be a debt due the Company by the Member and added to the Member's Levy account as referred to above.
- 1.6.7.10 All penalties, administrative charges, fines, legal fees and related charges and interest charged shall be due and payable by a Member concerned as and when levied. All unpaid penalties, administrative charges, fines, legal fees and related charges and unpaid interest shall attract interest as per article 1.6.5.12 from due date to date of final payment.

1.6.8 Domicilium and Notices

- 1.6.8.1 The Company and Members choose as their *domicilia citandi et executandi* for all purposes under this Memorandum of Incorporation in respect of court process, the following physical addresses:-
 - 1.6.8.1(a) The Company: Zwartkop Golf Estate, Main Gate House, Corner of Golf Avenue and Jones Creek Avenue, Clubview, Centurion;

- 1.6.8.1(b) The Members: Each Member's Unit address, unless the Company is specifically notified otherwise.
- 1.6.8.2 Any notice or communication required or permitted to be given in terms of this Memorandum of Incorporation shall be valid and effective only if given in writing. It shall be competent to give notice to a chosen email, postal (by registered post) or telefax address/number. If a party wishes to or must give physical notice it shall do so at the other party's physical address only. Postal delivery of notice to a chosen physical address is only allowed if the physical address is also chosen as postal address.
- 1.6.8.3 A party may by notice to the other change the physical address chosen as its *domicilium citandi et executandi* to another physical address in the Republic of South Africa, or may similarly change its telefax number, email or postal address, provided that the change shall only become effective on the seventh (7th) day after receipt of the notice by the addressee.
- 1.6.8.4 Any notice to a party which is:-
- 1.6.8.4(a) sent by prepaid registered post in a correctly addressed envelope to its postal address shall be deemed to have been received on the seventh day after posting (unless the contrary is proved); or
- 1.6.8.4(b) delivered by hand to a responsible person during ordinary business hours at its *domicilium citandi et executandi* shall be deemed to have been received on the day of delivery; or
- 1.6.8.4(c) transmitted by telefax or email to its chosen telefax number or email address (if any), shall be deemed to have been received on the first business day after date of transmission (unless the contrary is proved).
- 1.6.8.5 Notwithstanding anything to the contrary herein contained, a written notice or communication actually received by a party shall be an adequate written notice or communication to it notwithstanding that it was not sent to a chosen address or delivered at its chosen *domicilium citandi et executandi*.
- 1.6.9 General
- 1.6.9.1 Where the approval, agreement or consent of any party is required under any provision of this Memorandum of Incorporation to any particular matter, such approval, or consent must be in writing and may be given subject to such terms and conditions as that party may require and any breach of such terms and conditions shall ipso facto be deemed to be a breach of this Memorandum of Incorporation.
- 1.6.9.2 No indulgence which any person, be it a Member or the Company or a Director, bound by this Memorandum of Incorporation ("grantor") may grant to any other person bound by this Memorandum of Incorporation ("grantee") shall constitute a waiver of any of the rights of the grantor, which shall not thereby be precluded from exercising any rights against the grantee which might have arisen in the past or might arise in the future.
- 1.6.9.3 Whenever the Board considers that any of the then current national building regulations and/or the Architectural Rules are being contravened by any Member, or the Board considers that the appearance of any land or building vested in a Member is such as to be unsightly or injurious to the amenities of the

surrounding area of the Estate generally, the Board may serve notice on such Member to take such steps as may be specified in the notice to remedy such contravention. In the event of the Member failing within a reasonable time, (to be specified in such notice) to comply therewith, the Directors may cause the Company's servants/contractors/agents to enter upon the Unit concerned and take steps as may be necessary, and recover the costs thereof from the Member or Members concerned, which costs shall be deemed to be a debt owing to the Company. The Directors shall be obliged, in giving such notice, to act reasonably.

- 1.6.9.4 No person shall commence with the construction of any building or structure, or any additions or alterations thereto on a Unit, unless the person has submitted to the Board, for the examination and approval, proper building plans for such building, structure, alteration or addition as are required in terms of the By-Laws of the Local Authority having jurisdiction over the Estate and any such additional plan or information relating to the proposed building, structure, alterations or additions as the Board may require. The Company shall have the power:
 - 1.6.9.5(a) To charge a reasonable fee for the examination and approval of such building plans as the Board may determine, subject to ratification by the Members at the annual General Meeting; and
 - 1.6.9.5(b) In approving any plan, to lay down such reasonable condition as the Company may deem fit.
- 1.6.9.5 The Board may require any Member to maintain the sidewalk adjacent to his Unit and in the event of such Member failing to maintain such sidewalk to the satisfaction of the Board, the Board shall be entitled to take such action as may be necessary for the maintenance of such sidewalk and to charge the Member concerned.
- 1.6.9.6 Where the boundary of one Members Unit also constitutes the boundary of the Estate, such Member shall be obliged to permit the Company to erect upon such Member's Unit immediately adjacent to such boundary, such walling or other fencing, electrical or otherwise, including perimeter surveillance equipment, as the Board may determine. Such Member shall not be entitled to interfere in any manner whatsoever with any such walling or fencing, or equipment and shall permit the Company, its servants/contractors/agents from time to time access to such Member's Unit in order to inspect such walling or fencing or equipment and to effect such repairs and improvements as may be necessary from time to time. In the event of such Member wishing to erect his own walling or fencing, he shall be obliged to erect same without interfering with the walling or fencing or equipment referred to above and subject to such conditions as the Board may lay down to permit the Company access to the boundary walling or fencing concerned.
- 1.6.9.7 All Members shall contribute to a social levy as contracted with and determined by Zwartkop Country Club (Pty) Ltd and collected by the Company as per the agreement between the Company and the Zwartkop Country Club (Pty) Ltd.

ARTICLE 2 – RIGHTS OF MEMBERS

2.1 Members' right to Information

A Member has the right to access to information as set out in section 26(1) of the Act. A Member therefore has a right to inspect and copy, without any charge for any such inspection or upon payment of no more than the prescribed maximum charge for any such copy, the information contained in the Memorandum of Incorporation and any amendments to it, and the Rules, the records in respect of the Directors as mentioned in section 24(3)(b) of the Act; the reports to General Meetings and the annual financial statements, as mentioned in section 24(3)(c)(i) and (ii) of the Act; the notices and minutes of General Meetings, and communications mentioned in section 24(3)(d) and (e) of the Act. All the above information is published on the Company's website.

2.2 Representation by concurrent proxies

The right of a Member of the Company to appoint 2 (two) or more persons concurrently as proxies, as set out in section 58(3)(a) of the Act is only limited to the extent that a proxy may not act for and on behalf of more than two Members.

2.3 Authority of proxy to delegate

The authority of a Member's proxy to delegate the proxy's powers to another person, as set out in section 58(3)(b) of the Act is only limited to the extent that the delegated proxy may not act for and on behalf of more than two Members.

2.4 Requirements to deliver proxy instrument to the Company

The requirement that a Member must deliver to the Company a copy of the instrument appointing a proxy before that proxy may exercise the Member's rights at a Members' meeting, as set out in section 58(3)(c) of the Act is varied to the extent that a copy of the instrument appointing a proxy must be delivered to the Company or to any other person acting on behalf of the Company (including a Board Member or the duly appointed Estate Manager) at any time before commencement of the proceedings or meeting at which the proxy exercises any rights of the Member.

2.5 Deliberative authority of proxy

The authority of a Member's proxy to decide, without direction from the Member, whether to exercise, or abstain from exercising any voting right of the Member, as set out in section 58(7) of the Act, is not limited or restricted by this Memorandum of Incorporation.

2.6 Record date for exercise of Member rights

If, at any time, the Board fails to determine a record date, as contemplated in section 59 of the Act, the record date for the relevant matter shall be 15 (fifteen) days prior to the action, meeting or event as contemplated in accordance with section 59(3) of the Act.

2.7 Limitation on rights of Members

Members shall have the rights prescribed by the Act, the Memorandum of Incorporation and any Rules made thereunder, provided that a Member shall not have the right to vote at any General Meeting, or as contemplated in terms of the provisions of section 60 of the Act, if:

- 2.7.1 such Member is in arrear with any Levies, service and/or utility costs, contributions, penalties, fines, legal costs or interest or any other payment due to the Company in terms of this Memorandum of Incorporation or the Rules or otherwise;
- 2.7.2 such Member is in breach with any of his obligations towards the Company in terms of this Memorandum of Incorporation or the Rules and has failed to remedy such breach after having been called upon by the Company, in writing, to remedy such breach and he remains in breach.

2.8 Proxy

- 2.8.1 Where a Member is comprised of more than 1 (one) Person, a majority of those Persons shall sign the instrument appointing the proxy on such Member's behalf.
 - 2.8.2 Where a Member is a Juristic Person, acceptable prior proof in writing must be provided to the Company that the signatory/s to the instrument appointing a proxy do not need a separate authority or have been duly authorised to appoint the proxy and to provide directions as to voting on any resolutions as contained in the instrument appointing a proxy.
 - 2.8.3 The instrument appointing a proxy shall be in the form or as near thereto as circumstances permit as set out in **Attachment D**.
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ARTICLE 3 – MEMBERS’ MEETINGS

3.1 Requirement to hold meetings

- 3.1.1 The Company shall, within three (3) months after the end of each financial year, hold a General Meeting in addition to any other General Meetings during that year, and shall specify the meeting as such in the notices issued in terms of article 3.4 below, when calling such meeting;
- 3.1.2 The abovementioned General Meeting shall be called the “Annual General Meeting” and all other General meetings shall be called “extraordinary General Meetings”.
- 3.1.3 The following business will be considered at the Annual General Meeting:
 - 3.1.3(a) The consideration of the Chairman’s/Directors’ report;
 - 3.1.3(b) The election of Board members;
 - 3.1.3(c) The consideration of the financial statements of the Company for the preceding financial year;
 - 3.1.3(d) the consideration of any other matters, including any resolutions proposed for adoption, by such meeting and the voting upon any such resolutions for which proper notice was given;
 - 3.1.3(e) The consideration of the report of the Auditors and the fixing of remuneration for the Auditors and the appointment of Auditors; and
 - 3.1.3(f) Any matters raised by Members, with or without advance notice to the Company.

3.2 Members’ right to requisition a meeting

The right of Members to requisition a meeting, as set out in section 61(3) of the Act, may be exercised by at least 10% of the voting rights entitled to be exercised in relation to the matter to be considered at the meeting despite the provisions of that section.

3.3 Location of Members’ meetings

The authority of the Board to determine the location of any Members’ meeting, and the authority of the Company to hold any such meeting in the Republic or in any foreign country, as set out in section 61(9) of the Act is limited or restricted to the extent that all Members’ meetings shall be convened to take place at a location, preferably within the Estate or within close proximity thereof.

3.4 Notice of Members meetings

- 3.4.1 The minimum number of days for the Company to deliver a notice of a Members' meeting to the Members, as required by section 62 of the Act is as provided for in section 62(1) of the Act, being 15 (fifteen) business days.
- 3.4.2 A notice of a Members' meeting must be in writing, and must include-
- 3.4.2(a) the date, time and place for the meeting, and the record date for the meeting;
 - 3.4.2(b) the general purpose of the meeting, and any specific purpose contemplated in a valid demand for a meeting as meant in section 61(3)(a), if applicable;
 - 3.4.2(c) a copy of any proposed resolution of which the Company has received notice, and which is to be considered at the meeting, and a notice of the percentage of voting rights that will be required for that resolution to be adopted. All special resolutions to be proposed will include a summary of the reasons for and the effect of such resolution sought, if adopted;
 - 3.4.2(d) in the case of an Annual General Meeting of the Company-
 - (i) the Directors' report;
 - (ii) the audited financial statements of the previous year to be presented or a summarised form thereof; and
 - (iii) directions for obtaining a copy of the complete annual financial statements for the preceding financial year; and
 - (iv) The required documentation regarding contributions and/or Levies for the next financial year.
 - 3.4.2(e) a reasonably prominent statement that-
 - (i) a Member entitled to attend and vote at the meeting is entitled to appoint a proxy to attend, participate in and vote at the meeting in the place of the Member, or two or more proxies;
 - (ii) a proxy need not also be a Member; and
 - (iii) meeting participants provide satisfactory identification.
 - 3.4.2(f) the accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings of that meeting.

3.5 Quorum for Members' meetings

- 3.5.1 The quorum requirements for a Members' meeting to begin or for a matter to be considered are:
- 3.5.1(a) 40 (forty) votes entitled to be exercised, present in person or by proxy, and
 - 3.5.1(b) at least 7 (seven) Members being present.
- 3.5.2 The time periods allowed in section 64(4) and (5) of the Act apply to the Company, subject to the following variations:
- 3.5.2(a) If, within 15 (fifteen) minutes after the appointed time for a meeting to begin, the requirements of article 3.6.1 above have not been satisfied, the meeting is postponed without motion, vote or further notice, for 1 (one) week;
 - 3.5.2(b) If, within 15 (fifteen) minutes after the appointed time for a meeting to begin, the requirements of article 3.5.1 above, if applicable, for consideration of a particular matter to begin have not been satisfied –
 - (i) there is other business on the Agenda of the meeting, consideration of that matter may be postponed to a later time in the meeting without motion or vote; or
 - (ii) if there is no other business on the Agenda of the meeting, the meeting is adjourned for 1 (one) week, without motion or vote.
 - 3.5.2(c) The person intended to preside at a meeting that cannot begin due to the operation of article 3.5.1 above, where a quorum is not present, may extend the 15 (fifteen) minute limit for a reasonable period on the grounds as specified in sub-section 64(5) of the Act:
 - (i) exceptional circumstances affecting weather, transportation or electronic communication have generally impeded or are generally impeding the ability of shareholders to be present at the meeting; or
 - (ii) one or more particular Member, having been delayed, have communicated an intention to attend the meeting, and those shareholders, together with others in attendance, would satisfy the requirements of subsection 3.5.1(a), or (b) if applicable.
- 3.5.3 The authority of a meeting to continue to consider a matter after the quorum has been met, so long as at least 1 (one) Member remains present, as set out in section 64(9) of the Act, is not limited or restricted by this Memorandum of Incorporation.

3.6 Adjournment of Members' meetings

- 3.6.1 If a quorum has not been reached within 15 (fifteen) minutes after the appointed time for the meeting to begin or such extended period as the Chairman directed, the Chairman appointed for the meeting will be authorized to adjourn the meeting of the Members for 1 (one) week.
- 3.6.2 The Company is not required to give further notice of a meeting that is postponed or adjourned in terms of article 3.6.1 above, unless the location for the meeting is different from;
 - 3.6.2(a) the location of the postponed or adjourned meeting; or
 - 3.6.2(b) a location announced at the time of adjournment, in the case of an adjourned meeting.
- 3.6.3 If, at the time appointed in terms of article 3.6.1 for a postponed meeting to begin, or for an adjourned meeting to resume, the requirements of article 3.5.1 above have not been satisfied, the Members of the Company present in person or by proxy will be deemed to constitute a quorum.
- 3.6.4 The maximum period allowable for an adjournment of a Members' meeting is (sixty) business days after the date upon which the adjournment occurred.

3.7 Members' resolutions

- 3.7.1 For any ordinary resolution to be adopted at a Members' meeting, it must be supported by at least 51% of the votes of Members entitled to be exercised, present in person or by proxy, despite the provisions of section 65(7) of the Act.
- 3.7.2 For a special resolution to be adopted at a Members' meeting, it must be supported by at least 75% of the votes of Members entitled to be exercised, present in person or by proxy, as provided in section 65(7) of the Act.
- 3.7.3 A special resolution adopted at a Members' meeting is not required for a matter to be determined by the Company, except those matters set out in this Memorandum of Incorporation and in section 65(11) of the Act, the last mentioned being the following applicable matters:
 - 3.7.3(a) to amend the Company's Memorandum of Incorporation;
 - 3.7.3(b) to ratify a consolidated revision of a Company's Memorandum of Incorporation, as contemplated in section 18(1)(b) of the Act;
 - 3.7.3(c) 3.8.3(d) to approve the voluntary winding up of a solvent company by resolution, as contemplated in section 80(1) of the Act;
 - 3.7.3(d) to approve the winding up of a solvent company by court order in the circumstances contemplated in section 81(1) of the Act;

- 3.7.3(e) to approve any proposed fundamental transaction, to the extent required by Part A of Chapter 5 of the Act; or
- 3.7.4 A resolution cannot be taken by means of section 60 of the Companies Act by informal means and must be taken at a General Meeting

3.8 Votes of Members

At every General Meeting:

- 3.8.1 Every Member, in person or by proxy and entitled to vote, shall have 1 (one) vote for each Unit registered in his name. A Developer however has one vote for all the Units that have been incorporated into the Association and that have not been on-sold to new Members by him/her.
- 3.8.2 If a Unit is registered in the name of more than one Person, then all such co-owners shall jointly have 1 (one) vote;
- 3.8.3 Save as expressly provided for, no person other than a Member, duly registered and who shall have paid every Levy or other sum due and payable to the Company in respect of or arising out of his membership, and who is not under suspension, shall be entitled to be present or to vote on any question, either personally or by proxy, at any General Meeting;
- 3.8.4 At any General Meeting, a resolution put to the vote of the meeting, shall be decided on a poll, unless a show of hands (before or in the declaration of the result of a poll) is demanded by the Chairman or Members referred to in section 63(4)(2)(vi) of the Act and unless a show of hands is so demanded, a declaration by the Chairman that a resolution has, on a poll, been carried or carried unanimously or by a particular majority or has been declined, and an entry to that effect in the book containing the minutes of the proceedings of the Company shall be conclusive evidence of the fact. If a show of hands is demanded a declaration by the Chairman that a resolution has, on a show of hands, been carried or carried unanimously or by a particular majority or has been declined, and an entry to that effect in the book containing the minutes of the proceedings of the Company shall be conclusive evidence of the fact, without proof of the number or the proportion of the votes recorded in favour or against such resolution. The demand for a show of hands may be withdrawn.
- 3.8.5 A poll shall be taken in such manner as the Chairman directs, and the result of the poll shall be deemed to be the resolution of the meeting. Two (2) Members shall be elected to determine the result of the poll. In the case of an equality of votes, whether on a show of hands or on a poll, the resolution shall fail. In the case of equality of votes for and against any resolution, the resolution shall be deemed to have been defeated.
- 3.8.6 Every resolution and every amended resolution proposed for adoption by a General Meeting shall be seconded at the meeting and if not so seconded, shall be deemed not to have been proposed.
- 3.8.7 Unless any Member present in person or by proxy at a General Meeting shall, before closure of the meeting, have objected to any declaration made by the Chairman of the meeting as to the result of any voting at the meeting, whether by a show of hands or by a poll, or validity of the procedure at such meeting, such declaration by the Chairman shall be deemed to be a true and correct statement of the voting, and the meeting shall in all aspects be deemed to

have been properly and validly constituted and conducted and an entry in the minutes to the effect that any motion has been carried or defeated, with or without record of the number of votes recorded in favour of or against such motion, shall be conclusive evidence of the votes so recorded.

- 3.8.8 Except as otherwise provided, the Chairman of the Board shall preside at all Members' meetings and in the event of him not being present within 15 (fifteen) minutes of the scheduled time for the commencement of the meeting or in the event of his inability or unwillingness to act as Chairman, the Vice-Chairman, if appointed shall preside at such meeting and failing him, a chairman shall be elected from the ranks of the Members present, by the Members present.

ARTICLE 4 – DIRECTORS AND OFFICERS

4.1 Composition of the Board of Directors

- 4.1.1 The Board of Directors of the Company comprises the elected Directors, and their alternate and co-opted Directors, each of whom shall be a natural person, who need not be a Member of the Company, to be elected in the following manner:
- 4.1.1(a) There shall be a Board of Directors of the Company which shall consist of not less than 3 (three) and not more than 10 (ten) Directors;
 - 4.1.1(b) Excepting alternate and co-opted Directors, Directors appointed during the course of the year between Annual General Meetings and Directors appointed to fill a vacancy, Elected Directors shall serve for a term of 1 (one) year from one Annual General Meeting to the next Annual General Meeting, and shall be eligible for re-election;
 - 4.1.1(c) At each Annual General Meeting each Director shall be deemed to have retired from office but will be eligible for re-election to the Board of Directors at such meeting for the next cycle;
 - 4.1.1(d) Notwithstanding article 4.1.1(c), a Director may not serve as such for a continuous period of more than 4 (four) years', save with specific leave of the Members given at the last applicable Annual General Meeting per separate vote;
 - 4.1.1(e) Nominations for election of Directors to be elected at an Annual General Meeting must be delivered to the Company or to any other Person acting on behalf of the Company (including a Board member or duly appointed Estate Manager at the Company's office) at least 7 (seven) days before commencement of the proceedings or meeting at which the nomination is to be considered, with written +proof of acceptance by the nominee to act as Director annexed, if so appointed;
 - 4.1.1(f) Notwithstanding article 4.1.1(e), in the event that there are insufficient prior nominations and acceptances to allow the appointment of the minimum number of Directors needed as per article 4.1.1(a), nominations and acceptances may be made from the floor at the proceedings or meeting at which the nomination is to be considered;
 - 4.1.1(g) Save where it is resolved at the meeting concerned that the nominated Directors may be appointed in bulk by a single majority vote on a show of hands, the election of Directors at an Annual General Meeting is to be conducted as a series of votes by poll, each of which is on the candidacy of a single individual to fill a single vacancy, with the series of votes continuing until all vacancies on the Board at that time have been filled; and in each vote to fill a vacancy-
 - (i) each Voting Right entitled to be exercised may be exercised once; and

- (ii) the vacancy is filled only if a majority of the Voting Rights exercised support the candidate;
- 4.1.1(h) Upon any vacancy occurring on the Board prior to the next Annual General Meeting, or where the Board deems the appointment of an additional Director expedient for the purposes of the business of the Company, the remaining members of the Board may appoint a person who satisfies the requirements for election as a Director to fill any vacancy or additional Director's post, to serve as a Director of the Company on a temporary basis until the vacancy has been filled or the additional appointment has been approved by election in terms of article 4.1.1(g), and during that period any person so appointed has all of the powers, functions and duties, and is subject to all of the liabilities, of any other Director of the Company;
 - 4.1.1(i) Only duly elected or appointed Directors may be elected and serve as alternate Directors;
 - 4.1.1(j) The Board shall have the right to co-opt onto the Board any professional person or persons chosen by it to assist the Board. A co-opted Director need not necessarily be a Member of the Company. A co-opted Director shall have the right to be notified of and to attend all Board meetings and to speak thereat in all respects as if he was a full Board member but shall have no vote at any such meetings and may not be elected to the office of Chairman or Vice-Chairman. Save as aforesaid, a co-opted Director shall enjoy all the rights and be subject to all the obligations of a Director.
- 4.1.2 Within 14 (fourteen) days of the holding of each Annual General Meeting, the Board shall meet and shall elect from their own numbers, the Chairman and the Vice-Chairman, who shall hold their respective offices until the Annual General Meeting held next after their said appointments, provided that the office of the Chairman or Vice-Chairman shall *ipso facto* be vacated by the Director holding such office upon his ceasing to be a Director for any reason.
 - 4.1.3 In addition to satisfying the qualification and eligibility requirements set out in section 69 of the Act, to become or remain a Director of the Company, a person must satisfy the following additional eligibility requirements and qualifications:
 - 4.1.3(a) be a paid-up Member at the time of appointment as Director;
 - 4.1.3(b) may not be in breach of any of his/her obligations as a Member, as stipulated in the Memorandum of Incorporation or the Rules;
 - 4.1.3(c) may not be disqualified from acting as Director in terms of the Act.
 - 4.1.4 A Board member shall be deemed to have vacated his office as such when:
 - 4.1.4(a) he resigns his office by notice in writing to the Company;
 - 4.1.4(b) he has been disqualified to act as a director in terms of the provisions of section 69 of the Act and in terms of article 4.1.3(a) and (b);
 - 4.1.4(c) he has been discharged from office under circumstances in terms of section 71 of the Act;

- 4.1.4(d) he becomes of unsound mind;
- 4.1.4(e) he is absent from more than 3 (three) meetings of the directors without leave having been granted to him and if the Board so resolves;
- 4.1.4(f) his removal has been approved by majority resolution of the Members in General Meeting.

4.2 Authority of the Board of Directors

The authority of the Board of directors to manage and direct the business and affairs of the Company, is subject only to the Object of the Company any restriction and direction given at a General Meeting of the Company, this Memorandum of Incorporation and the Rules, and will include the right and obligation to:

- 4.2.1 Appoint and dismiss employees of the Company on such terms as the Board deems fit;
- 4.2.2 Engage on behalf of the Company the services of an Estate Manager, accountants, auditors, attorneys, advocates, architects, engineers, a managing agent and any other professional firm or person or other agents whatsoever for any reasons deemed necessary by the Board and on such terms as the Board shall decide;
- 4.2.3 To borrow for the purpose of the Company such sums as it was mandated to do by General Meeting on such terms as the General Meeting may approve;

4.3 Board of Directors' meetings

- 4.3.1 The authority of the Board to consider a matter other than at a meeting, as set out in section 74 of the Act, is not limited or restricted by this Memorandum of Incorporation. Therefore a resolution may be adopted by written consent of a majority of the Directors given in person, or by electronic communication, provided that each Director has received notice of the matter to be decided.
- 4.3.2 The Chairman of the Board shall call Board meetings.
- 4.3.3 A Board meeting must be called if at least 3 (THREE) Directors call for such a meeting.
- 4.3.4 The authority of the Company's Board of Directors to conduct a meeting entirely by electronic communication, or to provide for participation in a meeting by electronic communication, as set out in section 73(3) of the Act is not limited or restricted by this Memorandum of Incorporation.

- 4.3.5 The authority of the Board to determine the manner and form of providing notice of its meetings is not limited or restricted by this Memorandum of Incorporation.
- 4.3.6 The authority of the Board to proceed with a meeting despite a failure or defect in giving notice of the meeting, is not limited or restricted by this Memorandum of Incorporation, and if all of the Directors of the Company-
- 4.3.6(a) acknowledge actual receipt of the notice;
- 4.3.6(b) are present at a meeting; or
- 4.3.6(c) waive notice of the meeting,
- the meeting may proceed even if the Company failed to give the required notice of that meeting, or there was a defect in the giving of the notice.
- 4.3.7 The quorum requirement for a Directors' meeting to begin is a simple majority of all the appointed Directors.
- 4.3.8 Each Director has 1 (one) vote on a matter before the Board.
- 4.3.9 A simple majority of the votes cast by hand on a resolution is sufficient to approve a resolution of the Board.
- 4.3.10 The Chairman: In the event of any vacancy of the aforesaid office occurring during the term for which the Chairman is elected, the Vice-Chairman, if any, shall act as such and the Board shall immediately appoint one of their number as a replacement to the office of Chairman or Vice-Chairman.
- 4.3.11 Except as otherwise provided, the Chairman shall preside at all meetings of the Board of Directors and in the event of him not being present within 5 (five) minutes of the scheduled time for the commencement of the meeting or in the event of his inability or unwillingness to act as Chairman, the Vice-Chairman, if appointed shall preside at such meeting and failing him, a chairman shall be elected from the ranks of the Directors present, by the Directors present.
- 4.3.12 In the case of a tied vote the Chair has no deciding vote and the matter being voted on fails.
- 4.3.13 The Board shall cause minutes to be kept of every Board meeting, which minutes shall, without undue delay after the meeting has closed, be reduced to writing and certified correct by the Chairman at the next Board meeting. All minutes of meetings shall, after certification, be kept in accordance with the provisions of the law relating to the keeping of minutes of meetings of Directors of companies. The minutes shall be open for inspection at all reasonable times by any Director, the Auditors, and the Members.

- 4.3.14 All resolutions recorded in the minutes of any Board meeting shall be valid and of full force and effect as therein recorded, with effect from the passing of such resolutions and until varied or rescinded, but no resolution or purported resolution of the Board shall be of any force or effect or shall be binding upon the Members unless such resolution has been passed in terms of the powers of the Board and made known to the Members.

4.4 Indemnification of Directors

- 4.4.1 Subject to the impediments below and as referred to in section 78 of the Act, the Company may advance to or may indemnify a Director against all bona fide true expenses (including legal expenses) and losses which such Director may have in the past lawfully incurred or may in future lawfully incur or become liable for by reason of any contract entered into or any deed done by such Director in the discharge of his duty to the Company.
- 4.4.2 The Board may advance expenses or indemnify a Director for expenses or losses suffered as per sections 78(4) and 78(5) of the Act, however as limited and restricted by the Act and this Memorandum of Incorporation, which limitation includes the following:
- 4.4.2.1 As far as possible the expense or loss must be a budgeted expense or loss, alternatively provision must have been made for the expense or loss by a General Meeting of Members and each individual such incurrence below R 5000.00 must be approved by at least 3 (THREE) Directors of the Company prior to being incurred, and above R 5 000.00 the incurrence must be approved by the Board at a Board meeting prior to being incurred;
- 4.4.2.2 Where a Director of the Company claims in a financial year for more than one advance for expenses to be incurred or having been incurred or for more than one loss suffered, although budgeted or approved by a General Meeting, the second and any subsequent incurrence must be approved by the Board at a Board meeting;
- 4.4.2.3 The nature of expenses or losses not budgeted or not approved by a General Meeting and which the Board wishes to advance or indemnify after the fact, to be approved at a Board meeting, must be one of urgent and absolute necessity and unavoidable loss to the Company if not incurred without prior authorisation as per approved budget or as per authority by General Meeting. Any such approval by the Board of expenses not budgeted or not approved by a General Meeting must be published to the Members within 14 (FOURTEEN) days of approval, with full details provided;
- 4.4.2.4 All such expenses and losses to be advanced or indemnified must be or have been incurred or suffered in bona fide fashion, lawfully, in furtherance of the business and Object of the Company and in terms of contract or by deed done in discharge of duty; and
- 4.4.2.5 Where an expense or loss has been approved or indemnified by the Board, but is not contained in an approved budget or authorised per General Meeting, the Board at the next General Meeting must again provide to the Members full details of the expense and/or loss and the reasons why it was advanced or indemnified, for ratification.

4.4.3 The authority of the Board to purchase insurance to protect a Director, as set out in section 78(7) of the Act is limited or restricted by this Memorandum of Incorporation per article 4.4.1 and 4.4.2 above.

4.4.4 The authority of the Board to purchase insurance to protect the Company, as set out in section 78(7) of the Act is not limited or restricted by this Memorandum of Incorporation.

4.4.5 Board members shall not be entitled to any remuneration for the performance of their duties in terms of this Memorandum of Incorporation.

4.4.6 The Company is entitled to claim restitution from a Director of the Company for any money paid directly or indirectly by the Company to or on behalf of that Director in any manner inconsistent with section 78 of the Act and this Memorandum of Incorporation.

4.4.7 Responsibility of Directors

4.4.7.1 If a Director of the Company has a personal financial interest in respect of a matter to be considered at a meeting of the Board, or knows that a person related to that Director has a personal financial interest in the matter, the Director must make certain specified disclosures and must leave the meeting immediately after making the disclosures and may not take any part in the consideration of the matter. A Director must:

- not use the position of Director, or any information obtained while acting in the capacity of a Director to gain an advantage for himself or any person other than the Company or to knowingly cause harm to the Company.
- communicate to the Board any information that comes to the Director's attention, unless the Director reasonably believes that the information is immaterial to the Company or generally available to the public or known to the other Directors or the Director is bound not to disclose that information by reason of confidentiality.

4.4.7.2 A Director of the Company, when acting in that capacity, must exercise the powers and perform the functions of director–

- in good faith and for a proper purpose
- the best interests of the Company
- with the degree of care, skill and diligence that may reasonably be expected of a person –
 - carrying out the same functions in relation to the Company as those carried out by that Director
 - having the general knowledge, skill and experience of that Director.

4.5 Officers and Committees

- 4.5.1 The Board may appoint any officers it considers necessary to better achieve the Object of the Company.
- 4.5.2 The authority of the Board 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) of the Act, or to include in any such committee persons who are not Directors, as set out in section 73(2)(a) of the Act is not limited or restricted by this Memorandum of Incorporation.
- 4.5.3 The authority of a committee appointed by the Board, as set out in section 72(2)(b) and (c) of the Act may be restricted or limited by the Board when the committee is so established.

4.6 Accounting records

- 4.6.1 The Directors shall cause such accounting records as are prescribed by section 28 of the Act to be kept. Proper accounting records shall not be deemed to be kept if they are not kept sufficiently to fairly present the state of affairs and business of the Company and to explain and support the transactions and financial position of the Company.
- 4.6.2 The accounting records shall be kept or be accessible from the office of the Company during normal business hours of the Company.

4.7 Annual Financial Statements

- 4.7.1 The Directors shall from time to time, in accordance with sections 29 and 30 of the Act, cause to be prepared and laid before the Company in General Meeting, such annual financial statements as are referred to in those sections.
- 4.7.2 The annual financial statements of the Company will be audited annually by the auditor.
- 4.7.3 A copy of any annual financial statements which are to be laid before the Company in Annual General Meeting, in terms of section 30(3)(d) of the Act, shall be included in the notice of the annual General Meeting, at which it is to be considered.

SIGNED BY THE DIRECTORS ON

.....
Name: _____

.....
Name: _____

.....
Name: _____

.....
Name: _____

ATTACHMENT A

SPECIAL RESOLUTION

Special Resolution passed at a general meeting of the shareholders/members
of:

ZWARTKOP GOLF ESTATE HOMEOWNERS ASSOCIATION NPC
(Registration number 2004/002619/08) (the Company) held at the
Zwartkop Country Club on the 13 day of March 2014.

RESOLVED:

- 1) That the Company adopt a new Memorandum of Incorporation ("MoI"), it being agreed that the new MoI will apply in substitution for and to the exclusion of the Company's existing Memorandum of Association and Articles of Association.

ATTACHMENT B

THE ZWARTKOP GOLF ESTATE HOME OWNERS ASSOCIATION NPC (REGISTRATION NO 2004/002619/08) RULES

(Established by the Members in terms of article 1.3 of the Memorandum of Incorporation of the Zwartkop Golf Estate Home Owners Association (the "ZHOA")

DISCLAIMER AND INDEMNITY:

Any person entering the Zwartkop Golf Estate does so at her/his own risk. The ZHOA shall not be liable for any direct, indirect or consequential injury, loss or damage to any person or property arising from any cause whatsoever and which may occur on or at entering on the Estate or at the perimeter of the Estate, including without limitation thereto, the negligent or intentional actions or omissions of any Director, agent, contractor, employee or representative of the ZHOA,. Whilst every effort is made to secure and monitor the Estate, the ZHOA, all its agents, employees or appointees, shall not be deemed to have warranted the safety of any person or property on the Estate.

The Estate has a good security system. The system has a detection purpose only. It serves as a deterrent and is not guaranteed to prevent any intrusion into the Estate. The Estate is surrounded by an electric fence, which could cause injury when touched.

1. INTRODUCTION

- 1.1 The Zwartkop Golf Estate Home Owners' Association (the "ZHOA") is a non-profit company in accordance with the Companies Act, 2008, whose main business is to achieve and maintain the main Object of the ZHOA as defined in the Memorandum of Incorporation (the "MOI"). The ZHOA's MOI shall prevail in the event of conflict with these Rules.
- 1.2 Any term defined in the MOI shall bear such meaning in these Rules.
- 1.3 In pursuance of the main Object of the ZHOA, the broad objectives of the Rules of the ZHOA are:
 - 1.3.1 To protect and enhance the secure and superior quality lifestyle enjoyed by Residents of the ZHOA;
 - 1.3.2 To control the aesthetic character and architectural standards of buildings and other structures erected and to be erected on the Estate;
 - 1.3.3 To ensure compliance by Members with the conditions of establishment of any township on the Estate, with particular reference to the conditions dealing with aesthetic regulations and building regulations and requirements;

- 1.3.4 To exercise control over the rights created and still to be created over the Units comprising the Estate, for, inter alia, the control of the erection thereof, any additions, movable or otherwise thereto, all walling, fencing, exterior lighting, signage, aesthetic planning and landscaping of Units, including all sidewalks to Units;
 - 1.3.5 To allow for the proper administration of the business of the Estate, the collection of Levies, control of the utilization of Units, the use of driveway and Estate roads and the movement of vehicular traffic on the Estate, the use of open spaces and Common Property, access control, security procedures, preservation of the environment, the holding of pets and the conduct of persons within the Estate, both in an effort to prevent nuisance, etc.;
 - 1.3.6 To ensure compliance with these Rules through, inter alia, the enforcement thereof;
- 1.4 In the quest for a happy and harmonious community, Residents of the Estate may enjoy the Units they own and/or occupy as well as Common Property, the public areas and open spaces in accordance with their ownership rights, but as curtailed by these Rules and the rights of other Members or Occupants.

2. CONDUCT RULES AND REGULATIONS:

A. Members' general responsibilities:

1. Members must ensure that all Residents, members of her/his family and his/her tenants, boarders, invitees, visitors, employees, building contractors, subcontractors, service providers and delivery personnel comply with the Rules and Regulations of the ZHOA when such Persons enter upon the Estate and while they are on the Estate.
2. A Member may not use his/her Unit or any part of the Estate, or permit it to be used, in a manner that will cause a nuisance or create a disturbance or that will be injurious to the reputation of the ZHOA.
3. Members are obliged to keep and maintain all security arrangements that are introduced to the Estate by the ZHOA from time to time.
4. Members are obliged to meet written directions by the ZHOA as to non-compliance with the MOI and Rules on demand and must consequently rectify such defaults per demand and pay all fines and all Levies timeously.

B. Streets -Sidewalks -Open Spaces

1. The streets of the Estate are intended for vehicular and pedestrian traffic by all Occupants. Drivers of motor vehicles do not have a preferential right of use and are obliged to afford all other users of roads an equal use right
2. The speed limit is restricted to 40 km per hour. Save for the above, the applicable Gauteng Road Traffic Ordinance or similar legislation shall be and remain in force.
3. Parents are obliged to ensure that their children do not play in the streets. Drivers of motor vehicles are obliged to take special care while driving so as to allow for the possible presence of people in the streets.
4. Engine powered vehicles are not allowed to drive anywhere except in the streets. Vehicles are not allowed in public spaces, on Common Property or on pavements or sidewalks, save in designated parking areas.
5. Parking on side-walks and in the streets is not allowed.
6. Where there are no sidewalks, the streets are for the use of vehicles, bicycles and pedestrians. All users are to take special care as the streets are quite narrow. Pedestrians will at all times have right of way and may utilize the road as passage.
7. The use of motorcycles or other vehicles with noisy exhaust systems is prohibited.
8. Bicycles, motorcycles and/or skateboards are prohibited from using cart paths and/or walkways or jogging paths on the golf course, and may only be used on the streets or sidewalks.
9. Unlicensed drivers will not be allowed to drive a vehicle on the Estate roads under any circumstances.
10. With the exception of golf carts, unlicensed vehicles or vehicles that are not roadworthy are not allowed to be driven on the Estate. The minimum required age for driving a golf cart on the Estate is 16 years.
11. Operating any vehicle in such a manner as to constitute a danger or a nuisance to any other person or property is prohibited.

C. Streetscape

1. Every owner is obliged to water, maintain, trim and keep clean, tidy and manicured the area between the road curb and the boundary of his Unit.
2. Garden fences/walls and outbuildings forming part of the streetscape, or facing the Zwartkop Golf Course (fences on both sides) shall be maintained, kept neat and clean and painted where necessary.
3. Caravans, trailers, boats, equipment, air-conditioners, satellite receivers, aerials, tools, engine and vehicle parts, as well as accommodation for pets and washing lines shall be located out of view and screened (with not less than 80% screened) from neighboring properties, the streets and the Zwartkop Golf Course.
4. No dumping is allowed, not may building and any other material be dumped on the sidewalks or other open spaces.
5. No trees or plants on sidewalks and no sidewalk lawn may be removed without the permission of the ZHOA. Plants may not interfere with pedestrian traffic or obscure the vision of motorists.
6. No signage advertising of any business may be displayed anywhere other than a small copper or similar plaque on the dwelling itself, as approved by the ZHOA.
7. Should a Member or Occupant fail to comply with any of the above Rules, the ZHOA is entitled to have the necessary work done and to claim payment of its expenditure from the Member concerned as a Levy.

D. Administration

1. The affairs of the ZHOA are run by appointed staff and overseen by an elected Board of Directors of the ZHOA and are financed by the Levies payable by Members.
2. Unless otherwise determined at General Meeting, Levies are due and payable on the 1st of each month for the ensuing month.
3. Utility accounts are due and payable on or before the last day of the month for usage of the previous month.
4. Interest may be charged on overdue accounts.
5. Reminder letters and cost associated with legal actions to recover the amounts outstanding are charged to the Member's Levy account and constitutes additional Levies from date of debit.

E. Environmental Management

1. No rubble or refuse may be dumped or discarded in any public area, including the Zwartkop Golf Course, parks, streets, streetscapes, open stands, the river, and Common Property and parking areas.
2. A particular appeal is made to Residents to leave open spaces they visit in a cleaner condition than that in which they were found. Residents are requested to develop the habit of picking up and disposing of any litter encountered in the open spaces and streets.
3. Plants and trees may not be damaged or removed from any public area or the Zwartkop Golf Course.
4. Birds or other wildlife of any nature may not be caught, chased or trapped, be it by people or by dogs.
5. Residents are obliged to maintain their gardens, including driveways and paved areas in a neat, clean and manicured condition.
6. Residents shall ensure that declared noxious plants are not planted and do not grow in their gardens.
7. Swimming pool water must be channeled into the storm water system.
8. Vacant stands must be kept clean to the satisfaction of the ZHOA. Grass must be cut short to prevent unsightliness. Members are responsible to remove rubble dumped on their erven even if dumped by others.
9. No fires may be made in any public areas or open areas.
10. Should a Member or Occupant fail to comply with any of the above Rules, the ZHOA is entitled to do the necessary work and to claim payment of its expenditure from the Member or Occupant concerned.
11. General refuse, garden refuse and refuse bags may not be placed on the pavement, except if they will be removed within a period of 8 hours.
12. The record of decision from the Department of Environmental Affairs contains certain stipulations with regard to fauna and flora and this record of decision shall be deemed to be incorporated in these Rules.

13. No traditional slaughtering of animals on any residential property or public places will be allowed.
14. The ZHOA requires Members to familiarize themselves with and comply with applicable local authority and Geo- Council requirements for the prevention of dolomite related risks, through the control and maintenance of vegetation, water usage, swimming pools, boreholes and landscaping on the Estate.
15. Generators may only be used when electricity supply is interrupted. Generators must not be visible from the road or neighbours and must be appropriately housed and screened off. Only silenced generators may be installed.

F. Architectural Standards

1. All building plans shall comply with the Architectural Guidelines applicable to the Estate, and must be approved by the Architectural Committee of the ZHOA in order to assure such compliance. This applies also to any additions and alterations to existing structures. A copy of the Architectural Guidelines is annexed as **Annexure "1"**, the content of which is incorporated by reference.
2. No building work or alterations can be made unless the applicable plans have been approved by the ZHOA and the local authority.
3. The procedure to obtain the approval of proposed building works is contained in documents drawn up especially for this purpose available at the office of the ZHOA.
4. Building Rules as per **Annexure "2"** are enforced by the ZHOA during the construction phase.
5. Only approved signage and no advertisements may be affixed to a Unit, exterior finishes of buildings, fencing or walling
6. Each Member shall keep neat and tidy and properly maintain his/her Unit's exterior finishes in accordance with the Architectural Guidelines and may not deviate from approved colour schemes and allowed ornamentation or embellishments to the outside of a building or improvement or on a Unit.
7. The Architectural Guidelines and Building Rules control and/or prohibit through standards and guidelines:
 - (a) site-works effected on any part of an incorporated township to the Estate, site-works on a Unit, the erection and design of proposed buildings and outbuildings, fences and structures to be erected on Units, the architectural and aesthetic styling, planning, and finishing of the exteriors of proposed buildings and outbuildings, fences and structures to be erected on Units;

- (b) any actions which may affect the aesthetical appearance of any existing improvements, which include alterations to the exteriors of buildings and other improvements, the additions of swimming pools, pergolas, awnings, carports, pathways, satellite and/or radio antennae dishes and/or -receivers, air-conditioning units and/or solar heating systems and panels;

G. Good Neighborliness

1. No business, activity or hobby, which causes aggravation or nuisance to fellow Occupants, may be conducted, including but not limited to auctions and jumble sales.
2. Residents who wish to conduct any business or profession on the Estate must obtain the written approval of the ZHOA and will pay additional Levies, if approved.
3. The volume of music or electronic instruments or other sources of noise, partying should be restricted to a level or should take place in such manner as not to be heard on adjoining Units. The City Council Regulations pertaining to noise, including noise created by domestic animals, shall apply insofar as these Rules do not deal with same. Residents are required to lower decibels even further after 13h00 on a Sunday, 23h00 hours on a Saturday and 22h00 on all other days.
4. The use of power saws, lawn mowers, and the like (electric mowers are preferred), should only be undertaken between the following hours on Mondays to Saturdays: 07h30 –18h00 and on Sundays only between 08h00 and 13h00.
5. Fireworks may not be set off within the Estate.

H. Security

1. Any Person entering the Estate must comply with the systems and procedures relating to access control and other security related measures that are from time to time implemented by the ZHOA, and must heed the security directives of the Estate's Security personnel. Such protocols are established from time to time by the Board and published on the ZHOA website.
2. Members, Residents, tenants and employees are entitled to register on the electronic access system, subject to the completion and signing of the prescribed forms and having followed the correct procedures for registering.
3. To ensure a safe and secure environment for all Residents, visitors and staff it is essential that all Residents give their unqualified support and cooperation regarding the security procedures. The security procedures and protocols at the entrance gates to the Estates and elsewhere will be strictly applied at all times.
4. Any procedures for permanent workers, temporary workers and contractor representatives must be conscientiously enforced by every Member with respect to people in his/her employ or contracted to him. Such procedures are available at the office of the ZHOA.

5. Members are obliged to request visitors and invitees to adhere to security protocol and Members and visitors are requested to treat the security personnel in a co-operative and courteous manner and not to abuse security personnel under any circumstances.
6. Members are obliged to ensure that builders, contractors and building personnel in their employ adhere specifically to the security stipulations of the Building Rules and regulations.
7. All attempts at burglary or instances of fence jumping must be reported to the ZHOA.
8. It is recommended that Members install a home security system at their homes, and to link the system to the response company appointed by the ZHOA.
9. Burglar alarm systems acquired by residences are required to be compatible with the electronics of the Estate's security system.
10. The Estate is manned 24 hours a day by such security personnel as the ZHOA may determine from time to time.
11. The security center/s at the gatehouse/s should be advised in advance of the pending arrival of visitors. The implemented and communicated procedures from time to time with regards to visitors must be followed by Residents.
12. Pedestrians can only enter or exit the Estate via the turnstiles at the entrance gates to the Estate.
13. All temporary and permanent employees, piece workers, domestic workers and gardeners ("employees") must register at the ZHOA Security Office at the Main Gate before entering the Estate. All permanent employees have to be registered with the ZHOA, and registration forms are obtainable from the Estate office. On registration permanent employees will be registered on the bio-metric access control system. Registration and any access will only occur on presentation of a valid South African identification document or a valid working permit, a copy of which has to be submitted with the request for entrance and/or registration, and permanent employees will have their finger prints taken and verified at the SAPS on the prescribed form available from the Security Office. Residents must de-register employees when they leave the Resident concern's employ.
14. If any clothing, equipment, appliances etc. are given to employees to take home, he/she must be in possession of an approval note by the Resident concerned. Signature, address and telephone number is required plus a short description of the items to be removed.
15. Golfers and visitors to the Zwartkop Golf Club must follow the procedures as set out in the protocols agreed on by the ZHOA and the ZCC.

I. Animals

1. The local authority by-laws relating to pets apply in the Estate.
2. Without the written approval of the ZHOA and subject to the Rules of any Body Corporate governing a sectional title unit, no person may keep more than two dogs and two cats on a Unit.

3. No poultry, pigeons, aviaries, wild animals or livestock is allowed on the Estate.
4. Pets are not allowed to roam the streets, the Zwartkop Golf Course or any other public area.
5. Pets must be walked on a leash in public areas.
6. Should any excrement be deposited in a street or other public area, the owner of the pet shall immediately remove it.
7. Every pet must wear a collar with a tag indicating the name, telephone number and address of its owner. Stray pets without identification tags will be apprehended and handed to the SPCA.
8. Members and Residents must ensure that their dogs do not howl or bark incessantly, especially in their absence.
9. The ZHOA reserves the right to have a pet removed should it become a nuisance within the Estate. The removal shall be carried out by an independent contractor contracted by the ZHOA. The costs of the removal shall be for the account of the Member. The ZHOA has an unfettered discretion in this regard, but will not exercise the said right without first having directed a written notice to the Member furnishing details of the complaint and the complainant and affording the Member a reasonable opportunity to eliminate the cause of the complaint.

J. Country and Golf Club

1. Members of the ZHOA have access to all the social facilities of the Zwartkop Country Club. ("ZCC") Clubhouse rules and dress code must be adhered to.
2. Members of the ZHOA are not by virtue of their membership of the ZHOA entitled to membership of the golf section or any other sport section of the ZCC. Members of the ZHOA may apply for membership of the ZGC in the ordinary course of events.
3. The ZGCC is entitled to make rules that apply to members of that club, which will include members of the golfing and social sections of the ZCC.
4. Walkers, joggers, playing children and other non-golfers use the golf course at their own risk.
5. Picnicking on the golf course is not permitted.
6. Ball games may be played on the fairways and out of bounds areas after official golf hours, provided the golf course is not damaged. Tees, greens and bunkers are off limits for non-golfers Residents, their guests and casual members at all times.

7. Dogs are allowed on the golf course provided the Rules above are adhered to.
8. The golf course is off limit for engine-powered vehicles excluding golf carts. This applies to bicycles, scooters, skateboards as well.

K. Boundary Walls/ Fence

1. The ZHOA is entitled at all times to enter upon the relevant erven in the Estate adjacent or on which the Estate perimeter security walls and/or fences are erected in order to maintain, repair and replace such wall and/or fences or to inspect it.
2. Members must allow the ZHOA or its appointed employees/agents access to his/her Unit to cut, remove or prune plants and trees that might interfere with effective perimeter security and any electric fence or are causing a problem of any other kind to the ZHOA and the exercise of its business. Such access must also be allowed for repair, improvements to, additions to and upkeep of Estate boundary walls, perimeter breach detection equipment and electric fencing.

L. Conditions with regards to building contractors and employees:

1. Introduction

The primary intention of these provisions is to ensure that all building activity on the Estate occurs with the least disruption to the Residents. In the event of uncertainty, the contractor/employee should communicate with the Estate Manager. Where reference is made singularly to either a Member or Contractor or employee, each single reference shall include all three Persons and the one's obligations create similar liability and obligations for the other.

2. Legal Status

2.1 The ZHOA has the right to fine and or suspend any building activity, should there be an infringement of any of the under mentioned conditions, and the ZHOA accepts no liability whatsoever for any losses sustained by the Member, Contractor or Sub-Contractor or employee, as a result thereof.

2.2 The ZHOA accepts no responsibility or liability for any injury, loss of life, damage or loss of materials or equipment during building operations.

3. Conditions relating to Building Activities

Annexure B sets out the detailed building Rules applicable to all Members of the ZHOA

M. Conditions incorporated in title deed:

1. The property is sold subject to the following provisions which must be embodied as provisions in the title deed of the property in a form as may be required by the Registrar of Deeds:
 - 1.1 The property and ownership thereof is subject to the provisions and conditions as imposed by the Zwartkop Home Owners' Association, (Registration No 2004/002619/08) ("the

Homeowners Association”) upon the property and owner thereof, and every owner of the property, or owner of any subdivision thereof, or owner of any Unit thereon shall automatically become and shall remain a Member of the Homeowners Association, and be subject and bound to its Memorandum of Incorporation and its Rules, until he ceases to be -an owner thereof.

- 1.2 Neither the property, nor any subdivision thereof, nor any Unit thereon, shall be transferred to any person who has not bound himself to the satisfaction of the Homeowners Association to become a Member of the Homeowners Association.
- 1.3 The owner of the property, or owner of any subdivision thereof, or any Unit thereon, shall not be entitled to transfer the property or any subdivision thereof, or any interest therein, or any Unit thereon, without a clearance certificate from the Homeowners Association that the provisions of the Memorandum of Incorporation of the Homeowners Association have been complied with, that all dues to the Association have been paid or are provided for, and that the Transferee has bound himself to the satisfaction of the Homeowners Association to become a Member of the Homeowners Association.
- 1.4 For purposes of the a foregoing any reference to “owner” shall also include a Homeowners Association or a Body Corporate which may come into being in the case of a subdivision of the property, or the opening of a Sectional Title Register in respect of the property, as the case may be.
- 1.5 No improvement of any nature may be effected on the property without the prior written approval of the ZHOA or its nominee, and any building plans in respect of any improvement to be erected on the property shall be subject to the prior written approval of the Homeowners Association or its nominee. Such approval will be required without limitation for all external finishes including materials and colors for walls, roofs, windows, additions, removals, changes et cetera.
- 1.6
 - a) A Member who purchases a property from a Developer undertakes to commence with the erection of buildings on the property within 2 (two) years of registration of the property into his name or such extended period as the Homeowners Association in its sole discretion may allow in writing;
 - b) A Member who subsequently purchased a property from a Member other than a Developer, undertakes to commence with the erection of buildings on the property within 12 (Twelve) months of registration of the property into his name or such extended period as the Association in its sole discretion may allow in writing.
 - c) Upon a Member failing to commence with the erection of buildings on the property within the time frames determined per 1.6(a) and (b), the Association shall be entitled (but not obliged) to claim that the property be sold by auction in accordance with rule 46 of the rules of the High Court of South Africa, at the cost of the Member and transferred to the purchaser thereof against payment of the auction purchase price, without interest. The owner shall upon request immediately sign all the documentation necessary to enable the auction to proceed and the property to be subsequently transferred to the purchaser thereof. Save where the purchaser has

paid the referred costs, the transferring owner shall be liable to pay on demand all due auction (whether successful or not), transfer and associated costs, including bond cancellation costs, to enable transfer of the aforesaid property/s into the name of the purchaser on auction, as well as all arrear rates and taxes, Levies and similar charges owed by the owner and consequently indemnifies the Homeowners Association for such costs. Insofar as an owner refuses or fails to meet the terms of the sub-article (c) on demand, the Homeowners Association may apply to a court of competent jurisdiction to appoint the sheriff of the court to act in the name and stead of the owner to give effect to this sub-article (c) by signing such documents as may be required to allow an auction to continue and transfer to occur;

- d) The purchaser who acquires a property from the Homeowners Association in terms of an auction referred to in sub-article (c) above undertakes to commence with the erection of buildings on the property within 12 (Twelve) months of registration of the property into his name, failing which the terms of sub-article (c) shall apply mutatis mutandis to such failure;
 - e) All buildings shall be completed within 12 (Twelve) months of commencement. Completion shall be proven by an occupation certificate as issued by the relevant City Counsel and approval by the Homeowners Association that the buildings have been erected in accordance with the Rules of the Homeowners Association and the building plans as submitted.
 - f) Should a purchaser who acquires a property in terms of article 1.6(a) to (d) above not commence with and complete all building operations to the satisfaction of the Homeowners Association within the applicable period as provided for in 1.6(a) to (e), the terms of article 1.6(c) shall similarly apply mutatis mutandis.
- 1.7 The owner of the property, or owner of any subdivision thereof, or any Unit thereon, shall not be entitled to transfer the property or any subdivision thereof, or any interest therein, or any Unit thereon, without a clearance certificate from the Homeowners Association , certifying that the provisions of the Constitution of the Homeowners Association have been fully complied with, that all dues to the Homeowners Association have been paid or are provided for, and that the transferee has bound himself to the satisfaction of the Homeowners Association to become a Member of the Homeowners Association , bound to the MOI of the Homeowners Association.
- 1.8 Without limiting the available remedies of the Homeowners Association, if building works are not commenced or completed within the specified periods per article 1.6, the Homeowners Association may increase the levies then due and payable by a Member to double the normal Levy, with effect from the expiry of the specified period and such Levy shall remain double for a period of six months from initial increase. Subsequently, if the building works have still not commenced and/or have not been completed within such further six month period, the increased levies then due and payable shall double again. The double-double levies will remain in place until all building works are commenced and completed to the satisfaction of the Home Owners Association.

N. Levies and fines:

1. The sale of shares in a property owning company, the transfer of members' interest in a close corporation, or a change in control of any other legal entity shall be deemed to be a transfer of a Unit for the purposes of these Rules . If a clearance certificate is not obtained in the

circumstances outlined above, the natural person nominated in terms of article 1.5 of the MOI shall be personally and jointly liable to the ZHOA for any arrear and unpaid levies.

2. The Directors of the ZHOA have the right to fine transgressors where the MOI and/or any of the Rules as stipulated by the ZHOA from time to time have been broken or infringed upon. Such fines will be regarded as an additional Levy and shall become due and payable on the due date of payment of the next Levy payment, which is not a special Levy. The Directors of the ZHOA shall determine from time to time the amount of fines which may be imposed for various transgressions and shall publish this information in the newsletter which is circulated in the Estate and on the ZHOA website.
3. All expenses incurred or costs paid by the ZHOA on behalf of a Member, whether agreed to or not by the Member concerned, may at the discretion of the ZHOA be regarded as an additional Levy, alternatively may be collected from the Member immediately on such expense or cost being incurred.

O. Letting and Reselling a Unit:

1. Should a Member wish to sell or let his Unit or any part thereof, a ZHOA approved and registered estate agent may be selected to procure the sale or lease. Members that wish to use any other unapproved agents may do so, but must meet the financial implication involved as set out in the ZHOA Agents' Policy Document as published on the ZHOA website.
2. The selling/letting Member and his/her appointed agent must ensure that the purchaser/lessee is informed about and receives a copy (at the Member's expense) of the MOI, these Rules, and if selling, the Architectural Guidelines, the Building Rules and regulations and any other administrative Rules and regulations applicable at the time. Appointed agents may only visit the Estate and Member concerned by prior appointment with such Member and must personally accompany a prospective purchaser or lessee and are not allowed to erect any 'for sale' or 'to let' or 'sold' signage boards.
3. A clearance certificate must be obtained from the ZHOA at a reasonable cost as determined by the ZHOA prior to any transfer and prior to occupancy by any lessee. The ZHOA may withhold the certificate until all amounts due to it in respect of the Unit have been paid and until it has been furnished with a written acknowledgement by the purchaser or tenant that he has received and read and binds himself to the MOI, and Rules of the ZHOA.
4. Every Member shall, when he agrees to transfer ownership of his Unit, set it as a condition of the agreement of sale and transfer, that the new owner shall apply for membership of the ZHOA and be accepted as Member of the ZHOA, and therefore become a Member of the ZHOA, thereby accepting his/her/its obligations towards the ZHOA as Member. The seller or lessor of a Unit shall ensure that the sale/lease agreement contains a clear reference to the ZHOA MOI and Rules and that the MOI and Rules form part of the agreement.
5. A Member shall further record in such an agreement, or in separate written format, that the proposed Occupier or purchaser of such Unit, as a *stipulation alteri* in favour of the ZHOA be bound by all the terms and conditions of the MOI and Rules of the ZHOA, and such written agreement must be lodged with the ZHOA prior to the proposed Occupier or new Member taking occupation of the Unit in question.

P. General

If a Person fails to comply with a written notice from the Estate Manager to rectify or desist from a transgression of any Rules and Regulations (including non-maintenance of a Unit) and such failure persists after expiration of the period specified in the notice then, over and above any other remedy available to the ZHOA;

1. The Estate Manager may impose the prescribed fine on the person concerned;
2. The Estate Manager may deactivate the culprit's access control into the Estate;
3. The Estate Manager may remedy the failure for the account of the person concerned and charge the Member concerned with such fine and expense as was necessary.;
4. The ZHOA may apply for a court order at that Person's cost to compel her/him to comply with the notice given.

SIGNED BY THE DIRECTORS ON..... 2013

.....
Name: _____

.....
Name: _____

ANNEXURE 1 - ARCHITECTURAL GUIDELINES
ANNEXURE 2 - BUILDING RULES

ATTACHMENT C

Dispute Resolution and Arbitration

1. The Members accept that disputes may arise between Members *inter se* and Members and the Company during the course of membership.
2. Subject to any contrary term and condition in this Memorandum of Incorporation, any dispute between the Members *inter se* or between the Members and the Company relating to any matter arising out of this Memorandum of Incorporation, the Act and any Rules, or the interpretation thereof, or any decision taken by the Company in terms thereof (hereinafter any of the aforesaid will be defined as an "issue"), must firstly be referred in writing to the appointed Estate Manager, as appointed by the Board from time to time, who shall forward same to the Board. The Board will use its best endeavours to resolve the issue but if they can't then a joint committee comprised of three Directors of the Company will be appointed by the Chairperson, which committee will use its best endeavours to resolve the issue in writing within 14 (fourteen) days of the issue having been referred to the said Estate Manager.
3. On receipt of a written notice of issue, the dispute committee may request further written submissions as the said committee deems necessary for consideration. The dispute committee shall consider such written submissions received and may request further information and documentation from any of the involved parties as it deems necessary to properly consider the matter. The dispute committee will then make a decision within 14 (fourteen) days from the date of request for such written submissions and/or further information and documentation where applicable, whether received or not.
4. Should the dispute committee be unable to resolve an issue in accordance with the foregoing, such issue will be submitted to and be decided by arbitration as below.
5. Any continued dispute, not resolved through a decision taken by the dispute committee referred above, must be communicated in writing per paragraph 6 to the Estate Manager within 14 (fourteen) days of a Member or Members being notified in writing of the committee decision, failing which it will be deemed no issue exists and the Member/Members concerned shall abide by the decision taken.
6. Subject to any contrary term and condition in this Memorandum of Incorporation, where the dispute procedure aforesaid has been exhausted, any unresolved issue must be referred to arbitration by the complaining party, the content of which must be recorded in a written notice to the other party, in which notice sufficient particulars of the dispute are to be set out to allow the other party to reasonably ascertain the fact that a dispute does exist and the nature and extent thereof.
7. Arbitration proceedings shall as far as possible be held in terms of the Arbitration Act, 42 of 1965, in Pretoria, and shall be held in a summary manner, which shall mean that it shall not be necessary to observe or carry out:

- 7.1(a) the usual formalities of procedure (e.g. there shall not be any pleadings or discovery);
 - 7.1(b) the strict rules of evidence;
 - 7.1(c) immediately and with a view to its being completed within 30 (thirty) calendar days after appointment of the arbitrator or security for costs has been furnished as below, whichever is the later.
8. Having regard to the nature and complexity of the dispute or complaint and to the costs which may be involved in the adjudication thereof, the parties will appoint an arbitrator who shall be an independent and suitably experienced and qualified person as may be agreed upon between the parties to the dispute.
9. If the parties cannot agree as to the person of the arbitrator to be appointed in terms of the above clause 8 within 5 (five) business days after the arbitration has been demanded, the auditors of the Company shall, upon written application, in writing, appoint an arbitrator within 5 (five) business days after they have been requested to make the appointment and who shall appoint:
- 9.1(a) if the matter in issue is primarily an accounting matter, an independent auditor with at least 10 (ten) years' experience; or
 - 9.1(b) if the matter in issue is primarily a planning, aesthetics, construction and the like matter, an independent architect with at least 10 (ten) years' experience; or
 - 9.1(c) any other matter or where the issue cannot be categorized as aforesaid, a practicing advocate or admitted attorney, with at least 10 (ten) years' experience;
10. The arbitrator shall have the right to demand that the party demanding the arbitration furnish the arbitrator with security for payment of the costs of the arbitration in such amount and form as the arbitrator may determine, failing which the arbitration shall not be proceeded with. If such failure to furnish security for payment persists for longer than 5 (five) business days after demand for security or payment was made, the other party shall be entitled to abandon arbitration proceedings.
11. The arbitrator shall determine the manner and form the arbitration shall take and shall determine the rules in terms of which the arbitration is to be conducted, subject to the following:
- 11.1(a) The involved parties will hold a pre-arbitration conference in Pretoria with the arbitrator on a date to be determined and notified by the arbitrator in writing to both parties. At the pre-arbitration conference the parties will agree to time limits for the exchange of documents, terms of complaint and defence, notices, *et cetera*, and such further pre-arbitration issues as the arbitrator may consider necessary. The arbitrator will determine in his sole discretion any aspect that is in dispute at such conference and will provide written notice of the minutes of the meeting held, the parties bound by the terms contained therein;
 - 11.1(b) All information and submissions made during the dispute resolution phase shall be made available to the arbitrator for consideration;
 - 11.1(c) The parties may be represented in any arbitration proceedings by an attorney and/or advocate;

- 11.1(d) The venue for the arbitration shall be in Pretoria at the place and on the date to be agreed upon between the arbitrator and the parties' or the parties' legal representatives, failing which the arbitrator will determine the date and venue for the hearing of the arbitration proceedings on request by either party. The hearing will commence at 09h00 every day and will continue until such time as may be agreed between the arbitrator and the parties;
- 11.1(e) The arbitration proceedings will be mechanically recorded by a concern appointed by the arbitrator, to be transcribed if requested by any one of the parties at such party's costs;
- 11.1(f) The arbitrator shall have the widest discretion and powers allowed by law to ensure the just, expeditious and economical determination of all the disputes raised in the proceedings, including the matter of costs;
- 11.1(g) The arbitrator shall make his final award as soon as may be practicable, and in any event, not later than 8 (eight) weeks after completion of the hearing and shall, in making his/her award, have regard to the principles laid down in terms of the Memorandum of Incorporation and the Rules thereunder;
- 11.1(h) The arbitrator's final award and all interim awards shall be in writing and shall be signed by the arbitrator and the arbitrator shall give full reasons for any award which he makes;
- 11.1(i) The costs of the arbitrator, including the fees payable to the arbitrator, the costs of the recording of the arbitration proceedings and the costs of hiring and/or use of the venue at which the arbitration is to be held, shall be borne by the party responsible for the costs per clause 10 above, subject to the arbitrator's ultimate award as to costs;
- 11.1(j) The amount per arbitrator's invoice, all real expenses readily incurred, and the tariff of the High Court plus a 25% surcharge, shall apply in respect of the fees and costs awarded by the arbitrator in respect of the arbitration proceedings;
- 11.1(k) The award of costs shall be in the discretion of the arbitrator, who may direct to and by whom and in what manner such cost or part thereof shall be paid;
- 11.1(l) In the event that the parties are unable to agree on the amount of the costs awarded to either of them by the arbitrator, a party is entitled to have the amount of such costs taxed by a duly appointed taxing Master of the North Gauteng High Court; and
- 11.1(m) In making an award of costs against the Company, it shall be competent for the arbitrator to award costs against the Company on the basis that the Member in whose favour the award was made, shall be excluded from contributing to such costs through his general Levy and/or any special Levy contributions.
12. The decision of the arbitrator shall be final and binding who shall summarily carry out that decision and may be made an order of the High Court upon application of any party to, or affected by, the arbitration.
13. Notwithstanding that the Arbitration Act, No. 42 of 1965 makes no provision for joinder of parties to an arbitration without their consent thereto, should a dispute arise between the Company and more than one Member or between a number of Members arising out of the same or substantially the same cause of action, or where substantially the same order would be sought against all the parties against

whom the dispute has been declared, such parties shall be joined in the arbitration by notice thereof to such other parties as soon as possible after commencement of the arbitration proceedings, but in any event, not later than 7 (seven) business days prior to the arbitration hearing.

14. No clause in the Memorandum or Rules which refers to arbitration shall mean or be deemed to mean or interpreted to mean that a party shall be precluded from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision of the arbitrator.
15. Where a dispute is raised regarding a claim by the Company for payment of any Levy or other due amount after issue of summons, the dispute and/or claim for payment shall not be referred to arbitration and this dispute resolution procedure shall not apply, unless the parties agree otherwise in writing.

ATTACHMENT D

**ZWARTKOP GOLF ESTATE HOME OWNERS ASSOCIATION NPC
2004/002619/08**

I, of
being a Member entitled to exercise any voting rights in ZWARTKOP HOME OWNERS ASSOCIATION NPC

hereby appoint

..... of or failing him/her

..... of or failing him/her

..... of

as my proxy to vote for me and on my behalf at the Annual General or General Meeting of the Company to be held on the

day of....and at any adjournment thereof as follows or on a resolution proposed in terms of section 60 of the Companies' Act 2008 (as the case may be)*:

In favour of Against Abstain

Resolution to.....

Resolution to.....

Resolution to.....

--

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

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

This proxy is valid for one year from the date of signature below, or valid only until the end of the meeting at which it was intended to be used, or until revoked in writing as hereunder by the authorised signatory, whoever occurs first.

Signed this..... day of.....

.....
Signature

ZWARTKOP GOLF ESTATE HOME OWNERS ASSOCIATION NPC
2004/002619/08

SUMMARY OF RIGHTS ESTABLISHED BY SECTION 58 OF THE COMPANIES ACT, 71 OF 2008, AS AMENDED, AS REQUIRED IN TERMS OF SUBSECTION 58(8)(B)(I)

1. A proxy appointment must be in writing, dated and signed by the Member and remains valid for one year after the date on which it was signed or any longer or shorter period expressly set out in the appointment, unless it is revoked in terms of paragraph 4.3 below (section 58(2)).
2. A Member may appoint two or more persons concurrently as proxies and may appoint more than one proxy to exercise voting rights attached to different securities held by the Member (section 58(3)(a)).
3. A proxy may delegate his or her authority to act on behalf of the Member to another person, subject to any restriction set out in the instrument appointing the proxy ("proxy instrument") (section 58(3)(b)).
4. Irrespective of the form of instrument used to appoint a proxy:
 - 4.1 the appointment is suspended at any time and to the extent that the Member chooses to act directly and in person in the exercise of any rights as a Member (section 58(4)(a));
 - 4.2 the appointment is revocable unless the proxy appointment expressly states otherwise (section 58(4)(b)); and
 - 4.3 if the appointment is revocable, a Member may revoke the proxy appointment by cancelling it in writing or by making a later inconsistent appointment of a proxy, and delivering a copy of the revocation instrument to the proxy and to the Company (section 58(4)(c)).
5. The revocation of a proxy appointment constitutes a complete and final cancellation of the proxy's authority to act on behalf of the Member as of the later of the date stated in the revocation instrument, if any, or the date on which the revocation instrument was delivered as contemplated in paragraph 4.3 above (section 58(5)).
6. If the proxy instrument has been delivered to the Company, as long as that appointment remains in effect, any notice required by the Companies Act or the Company's Memorandum of Incorporation ("MOI") to be delivered by the Company to the Member must be delivered by the Company to the Member (section 58(6)(a)), or the proxy or proxies, if the Member has directed the Company to do so in writing and paid any reasonable fee charged by the Company for doing so (section 58(6)(b)).
7. A proxy is entitled to exercise, or abstain from exercising, any voting right of the Member without direction, except to the extent that the MOI or proxy instrument provides otherwise (section 58(7)).

Revocation

I,..... of

being a Member entitled to exercise any voting rights in ZWARTKOPGOLF ESTATE HOME OWNERS ASSOCIATION NPC

hereby revoke the proxy given to

..... of.....

with effect fromor otherwise from the date of signature hereunder.

Signed this..... day of.....

.....
Signature

AMENDED AND REVISED ON 18-09-2017

ANNEXURE 1

**ZWARTKOP GOLF ESTATE
HOME OWNERS ASSOCIATION
(ASSOCIATION INCORPORATED UNDER SECTION 21)**

Reg. no 2004/002619/08

**AESTHETICS, ARCHITECTURAL
and
PLANNING GUIDELINES**

Please note:

This document must be read in conjunction with the “BUILDING PROCESS” document which is available on the official Zwartkop Golf Estate website.

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1. INTRODUCTION

The Zwartkop Golf Estate Homeowners Association Memorandum of Incorporation makes it incumbent on all Owners to obtain the controlling architect's approval in writing **before** submission to the local authority and **before** the commencement of any building activities as well as before making **any** changes to the external appearance of buildings, including any additions and alterations to existing structures and / or buildings. It is the owner's responsibility to ensure that all plans are submitted and approved by **both** authorities before construction may start.

The spirit of the architectural guidelines is not intended to restrict but rather to encourage creativity and individuality while enhancing the coherence of the development and to serve as a protective mechanism.

Please note:

The historical Squash Court on stand 1038 and Moerdyk House on stand 1126 will be accommodated within the guidelines, rules and regulations as set out by the Historical Buildings' Committee.

1.1 CONCEPT

The Zwartkop Golf Estate is located within one of the oldest and best golf courses in the region. With this golf course comes a long history and tradition.

A mix of international styles and an eclectic Highveld style of architecture has been adopted using local vernacular materials, roofs and colours in harmony with the surroundings and drawing inspiration from the historical context of the golf course.

The housing component of Zwartkop Golf Estate has been defined into three categories:

- Terrace Stands
- Villa Stands
- Apartment Blocks

TERRACE STANDS:

The terrace stands are the smaller stands as originally developed by The Developer as cluster / higher density housing and situated in phases 1 and 2.

The design of all dwellings on the Terrace Stands must clearly conform to the design, aesthetic and architectural treatment and style of the current dwellings in this sub development of Zwartkop Golf Estate.

The Terrace Stands include the following stands:

- Stand numbers: 1002 – 1023 (Vardon Fairways),
- Stand numbers: 1025 – 1044 (Hagan Green),
- Stand numbers: 1095 – 1123 (The southern part of Snead Manor).

Specific design features applicable to the Terrace Stands include the following:



45 Deg Roof Pitch



Red Face Brick Plinths



Typical Garage Door



Typical Front Door



Typical Balustrade Design



Typical Chimney Design



Typical External Wall finish to Second Level



Typical Elevation Design



Timber Windows and Doors are allowed as well as Bronze Aluminium

Any additions and alterations must strictly adhere to the current architectural style and no deviations will be allowed.

Wall colours, roof finishes and all other design element currently used in the existing Terrace Stand dwellings must be incorporated in any proposed additions and alterations, as well as any new dwellings.

VILLA STANDS:

These stands are generally the larger stands situated in all three phases of the Estate.

The Aesthetics, Architectural & Planning Guidelines, as set out in this document, is primarily applicable to the Villa Stands as far as design, planning, architectural style and all permissible finishes are concerned.

The Villa Stands include the following stands:

- Stand numbers: 1045 – 1090 (Jones Creek),
- Stand numbers: 1127 – 1180 (Nelson Woods),
- Stand numbers: 1195 – 1208 (the northern part of Snead Manor),
- Stand numbers: 1214 – 1227 (Otway Close)

APARTMENT BLOCKS:

This constitutes the six apartment blocks situated in Phase Two of Zwartkop Golf Estate and collectively known as Sarazen View.

The mentioned apartment blocks have their designated rules and regulations as can be found on the Zwartkop Golf Estate website under the tab “The Golf Estate”, sub tab “Sarazen View”.

Apartment Block Stand number: 1124 (Snead Manor/Phase Two)

Rules, regulations, inclusions and exclusions may vary for the above mentioned categories and these variations will be clearly indicated in this document.

The following design elements will ONLY be allowed within the design elements of Sarazen View:



Freestanding Carports



Security "Trelli" Doors



Security Doors to front doors

1.2 AMENDMENTS TO ARCHITECTURAL GUIDELINES

The Home Owners Association, in collaboration with the controlling architect, reserves the right to amend and/or make additions and alterations to these guidelines, as it deems necessary.

The sole purpose of any changes would be to guide the development in the style and character that is envisaged for the whole Estate.

Amendments to the existing guidelines will override all previous precedents set or where deviations from these guidelines were allowed in the past.

1.3 SPECIFIC EXCLUSIONS

The specific exclusions referred to in these Guidelines are without exception and an owner may not include any of them in any building plan submitted for evaluation and approval.

1.4 ADDITIONAL DOCUMENTATION

The following documentation must be prepared by the Owner and his or her appointed Architect/Draughts Person before any plans can be submitted to the ZGE HOA Aesthetics' Committee, as appointed by the ZGE Home Owners Association, for evaluation and their approval of the relevant plans. The completed documents must be submitted together with the plans.

1.4.1 Application for the Approval of Building Plans

1.4.2 Architectural Guideline Checklist

Please note:

The abovementioned documents can be downloaded from the official Zwartkop Golf Estate website, www.zwartkopgolfestate.co.za and can be found under the tab "The Golf Estate", sub tab "Building Guidelines".

1.5 PROCEDURES AND APPROVALS

The Plan Approval Procedures for new dwellings as well as any additions, alterations and renovations to exiting dwellings and structures are incorporated under the HOA Memorandum of Incorporation and the Home Owners Rules.

All building plans are to be submitted to the Aesthetics' Committee as appointed by the Home Owners Association for evaluation and approval. Please note that interpretations, exceptions and waivers of any provisions of these Guidelines are subject to the Consulting Architect's approval.

The HOA Aesthetics' Committee, in consultation with the Consulting Architect, will examine and evaluate all building plans and will make recommendations to the Home Owners Association with regards to the approval/rejection thereof.

Only after the written approval of the HOA's Aesthetics' Committee has been given can the owner submit these plans to the relevant Local Authority.

The HOA Plan Approval Process is the following:

1.5.1 CONCEPT PLAN APPROVAL

The Owner must submit concept drawings of the proposed dwelling or additions and alterations to the HOA Aesthetics' Committee and such drawings must include:

- A **concept site development plan** indicating all building lines and the position of the proposed dwelling on the site,
- A **concept plan layout**,
- All **elevations of the proposed dwelling**,
- **3-Dimensional images**, in colour, indicating the proposed colour scheme of the new dwelling as well as colour images of such elements as natural stone cladding, solar heating/geyser systems, specialised garden wall details, balustrades and paving.
- Copies of the following documents must be submitted:
 - The Title Deed of the Property,
 - The Surveyor General Diagram of the property,
 - The Zoning Certificate of the property,
 - The Sewerage Slip of the property,
 - Colour arial photograph of the property.
- The Owner and his appointed Architect must complete the “**Architectural Guidelines Checklist**” and the “**Application for the Approval of Building Plans**” documents and the completed documents must be submitted to Aesthetics' Committee together with the concept plans.

Please note:

Plans will not be examined or evaluated without the completed “Architectural Guidelines Checklist” and “Application for the Approval of Building Plans” documents which must be submitted together with the relevant building plans. Copies of these documents will be handed back to the Owner for reference purposes.

1.5.2 FINAL PLAN APPROVAL

The Owner must submit a full set of building plans/working drawings to the HOA Aesthetics' Committee, as is required by the Local Authority for their approval process and such drawings must include the following:

- A **comprehensive site plan and/or site development plan** indicating all boundaries, plan and position of the proposed dwelling, all verandas, the swimming pool, paved areas, driveway to the garages, all garden and screen walls, storm water management and all other relevant information such as a schedule of areas, including percentage coverage, etc.
This drawing should be scale 1:100 or 1:200.
- A **detailed construction plan** indicating all dimensions, window and door codes, all internal and external levels, floor finishes and all other relevant information.
This drawing should be min scale 1:100
- All **elevations, both visible and partly hidden elevations**, clearly indicating the natural ground levels of the site, the height of all internal levels, all exterior finishes, the various roof and chimney heights and all other relevant information. All “angled” elevations must be shown at normal full frontal angle.
This drawing should be min scale 1:100
- A **detailed roof plan** clearly indicating all aspects of the design of the roof in plan. Roof pitch, roofing materials and colours should clearly be annotated. All valleys, hips and gable ends should be shown. Position of gutters and downpipes must be indicated. This drawing should be min scale 1:100
- All **relevant detailed sections**, clearly showing foundations, all walls in section, all internal and external heights, the natural ground level as well as the internal finished floor level and all other relevant information pertaining to each section.
This drawing should be scale 1:100, 1:50 or 1:20

- A **detailed electrical layout** of both the interior and exterior layouts.
This drawing should be scale 1:100
- A **detailed sewerage layout** on plan as well as all the relevant elevations indicating the position of all sewerage and water points and clearly indicating the service ducts on elevation.
This drawing should be scale 1:100
- A **detailed Window and Door Schedule**, indicating the size, code, type of material and finish of each window and door.
This drawing should be scale 1:100
- A **detailed Gas Installation drawing** as is required by the Town Council for their approval.
Scale 1:100 or 1:50
- The **relevant and required Energy Efficiency Calculations** as is required by the Town Council under SANS 10400 and SANS 204.

1.5.3 APPLICATION FOR RENOVATIONS, ADDITIONS AND ALTERATIONS TO EXISTING DWELLINGS AND STRUCTURES

The nature and magnitude of any additions, alterations and / or renovations to any existing dwelling or structure will determine what form the application will have to be in.

Additions, alterations and / or renovations will be classified under “Minor Work” and “Major Work” where each category will constitute the following:

Description of work	Type	Action by Owner
Change of exterior colour scheme	Minor	Supply Aesthetics' Committee with swatches of all new colours and description of where various colours will be applied
New Boundary or Screen Walls or extension / heightening of existing boundary or screen walls	Minor	Site Plan indicating position of new walls or the proposed extension of existing indicating heights, finishes and paint colours
Application of any new external finishes such as natural stone cladding	Minor	Supply Aesthetics' Committee with samples of proposed new finishes as well as description of where externally such finishes will be applied
All new garden features such as water features, planter boxes, boma's, new access gates, doll's houses, etc	Minor	Site Plan indicating position of new garden feature as well as relevant elevations. Full description of heights, finishes and paint colours
Installation of new air conditioning units, solar panels, solar geysers, DSTV dishes, exterior lighting, etc.	Minor	Owner to apply, in writing, to HOA for the said installation. Owner to arrange via office of the Estate Manager for onsite meeting with Controlling Architect to discuss position of said installation.
Replacement of external balustrades, wall panels, etc.	Minor	Owner to supply Aesthetics' Committee with either a drawing or photograph of what new balustrades, wall panels, etc. will look like. Colours and all other finishes to be specified in written application.
Installation of new windows and doors where all new windows and doors must match the existing. New windows and doors on first floor level:	Minor	Owner to submit drawings of relevant elevations indicating positions of all new windows and doors. New windows and doors to match existing in finish. The Owner must obtain the written permission of a neighbour should any new windows and / or doors be installed into a side elevation of a dwelling and irrespective if such a new window or door overlooks the entertainment area of the neighbour's dwelling. The written approval of the neighbour must be submitted to the office of the Estate Manager for record keeping purposes.
New swimming pool	Minor	Owner to submit plans, etc. as set out in par 1.5.1 and 1.5.2 as above, See paragraph 3.11: SWIMMING POOLS

All internal and/or external structural changes which implies any permanent additions and alternations which will influence the layout of the existing structure and / or change the existing coverage of the stand.	Major	Owner to submit plans, etc as set out in par 1.5.1 and 1.5.2 above
Any changes to existing roof design/layout	Major	Owner to submit plans, etc. as set out in par 1.5.1 and 1.5.2 above

1.5.4 FEES, DOCUMENTATION AND REGISTRATION OF ADDITIONS, ALTERATIONS AND RENOVATIONS

The Estate Manager, together with the Aesthetics' Board member on the HOA and the Controlling Architect, will evaluate the nature and magnitude of the additions, alterations and renovations and will then inform the Owner as to which fees will be applicable to his or her project, such fees being:

- A refundable building deposit of R1000.00 has to be paid by the owner before building operations may commence. This deposit will be refunded to the owner once building operations have been completed to the satisfaction of the HOA.
- A non-refundable Construction Damage deposit of R1500.00 has to be paid before building operations may commence. This deposit will be utilized by the HOA for the repair to the infrastructure of the Estate, caused through normal building activities operations. Any damage caused through negligence will be for the contractor / owners account.

An Owner or his/her appointed contractor or sub-contractor may not deviate from the final plans as submitted to and approved by both the HOA Aesthetics' Committee and the Local Authority.

Should an Owner wish to change any aspect pertaining to the design/construction and/or layout of the new dwelling, especially any changes to any of the elevations, boundary walls, etc., such changes must first be made by the Owner's architect to the relevant drawings and all proposed changes must be clearly, accurately and comprehensively indicated on all relevant drawings and a new set of drawings must be submitted to the HOA Aesthetics' Committee for re-evaluation and re-approval.

No "on-site" changes will be allowed without the prior written approval of the HOA Aesthetics' Committee and/or the Controlling Architect, especially where such changes will directly impact on the overall visual appearance of the structure.

NOTE:

The Zwartkop Home Owners Association retains the right to demand that all unapproved changes be demolished where such changes were made without the prior approval of the HOA Aesthetics' Committee and/or the Controlling Architect.

All correspondence pertaining to any changes must be in writing and can be done via email and correspondence must be directed to the Estate Manager at irene@zwartkopgolfestate.co.za.

1.5.5 BUILDING PROCESS

Once the Owner has obtained the plan approval from the Local Authority and before any form of construction activity may take place on the stand/site, he or she must consult the "**Building Process**" document where the entire building process to be followed is clearly set out.

The Owner must, before any construction may commence, complete the following documentation:

- The Building Clearance Certificate,
- Building Rules and Regulations,
- Specification of the Site Sign board,
- Contractor's Indemnity Form,
- Application for Supply of Water & Electricity Services,
- Electricity Installation and Supply Guidelines.

The completed abovementioned documentation, together with one full set of copies of the Local Authority Approved drawings, must be submitted to the office of the Estate Manager for record keeping purposes.

It is furthermore the Owner's responsibility to ensure that the building site is neat and tidy throughout the duration of the construction process. Building rubble must be removed at regular intervals and the HOA can request an Owner to enclose a building site with tarpaulins, especially where the building site is clearly visible from street level or from the golf course.

2. TOWN PLANNING AND SITING CONTROLS

2.1 SITE BOUNDARIES

It is the duty of an Owner to ensure that the site boundaries are checked and clearly defined and identified before the design process commences. The Owner must employ the services of a registered Land Surveyor to accurately pin point the site beacon co-ordinates and clearly indicate the site beacon positions in order to accurately set out the site boundaries of the stand.

The Owner should obtain an official Surveyor General (SG) Site Diagram applicable to that particular site. The SG Diagram will clearly indicate all site boundary information and as well as the various boundary lengths.

The Owner must also liaise with the Local Authority to ascertain whether there are any restrictions imposed on the site, such as municipal sewerage servitudes, right of way servitudes and Gautrans Department of Roads servitudes.

The Owner must immediately inform the Estate Manager should any building line encroachments from neighbouring stands or structures exist on a stand. Such building line encroachments must be resolved by the various Owners in question and should the services of a professional Land Surveyor be required, the cost incurred will be for the Owner's account.

The Zwartkop Golf Estate HOA or their appointed agents/representatives cannot be held responsible for any site boundary encroachments or the incorrect positioning of existing site beacon pegs.

2.2 MAXIMUM DWELLINGS PER STAND

The Terrace and Villa stands are zoned for single residential use only, therefore only one residential dwelling per stand will be allowed.

2.3 MAXIMUM COVERAGE

The maximum permissible built coverage per stand is 40% (Forty Percent) of the total stand area in square meters and where the total ground floor footprint area of the dwelling, including garages and covered verandas, will be divided by the total area of the stand and then multiplied by 100 to get the percentage cover.

The ZGE HOA can, after due consideration, permit a higher percentage coverage if provision is made for a higher coverage in the stand's Zoning Certificate or Land Usage Certificate.

2.4 MINIMUM DWELLING SIZE

The minimum size that any dwelling on a Terrace and Villa stands may be is 180 m², including garages, balconies and covered verandas.

2.5 MAXIMUM HEIGHT

The maximum height of any dwelling built on a Terrace or Villa stand is two storeys above natural ground level and built to a maximum height of 7.5m above natural ground level, measured from the average height of the area surrounding the building to the average truss height. The formula used must be as follows:

- 70% of the roof may not exceed 7.5 meters in height,
- The highest point of any roof structure, within the remaining 30%, may not exceed 8.5 meters in height.

2.6 BUILDING LINES

Generally building lines are 3.0m on the street boundary and 2.0m on all other boundaries. The roof overhang may project over the prescribed building lines by a maximum of 800mm.

It is furthermore the duty of the Owners appointed architect to further adhere to any building line guidelines, restrictions and prescriptions as set out by the local authority.

(See diagram 3: Tshwane Town Planning Scheme 2008.)

It is the duty of an Owner to acquaint him or herself with any other building restrictions imposed on the specific site, such as municipal and Local Government servitudes.

2.6.1 STREET AND SIDE BUILDING LINES

The street building line is 3.0m for the bulk of the building within which no structures, apart from garden walls, fences, approved water features, paved areas and steps may be built or erected.

(Note: The Street Building Line is measured from the property boundary and not the kerb of the street.)

- **Garages with direct (straight) access from the road** to be a minimum of 5.0m from the street boundary.

This building line may be reduced to 3.0m **provided** that the garage entrance is turned at a 90 degree angle to the road and to face the inside of the property. If the garage is closer than 5.0m to the boundary, the garage structure may not contain a second level.

- The street front boundary can be without any boundary walls or fencing.
(See 3.8 *Boundary Walls and Fences*)
- No electrical fences will be allowed within the development, with the exception of the wall forming the Estate boundary.
- Any building line may only be relaxed with the written approval of the HOA, prior to submission for Local Authority approval. The HOA approval will only be given if it is proved that any relaxation will not interfere with the privacy of neighbours and/or negatively impact on the development.

2.6.2 GOLF COURSE INTERFACE BUILDING LINES

The architecture of any building should be designed to minimise the visual impact on the golf course.

There is a minimum building line of 2.0m along the golf course boundary, unless where a 3.0m sewerage servitude is applicable. Within this setback no structure, terrace or retaining walls will be permitted.

This does not apply to Nelson Woods where it is allowed to build a retaining wall with a maximum 1200mm high fence above this. The retaining wall will not be allowed to be higher than 300mm under the unfinished ground floor level of the residence.

The maximum height golf course fencing may be is 1 200mm high and the design should include:

- **Villa Stands:**

Fencing or boundary walls must be made up of 460 x 460 columns at a spacing of maximum 3000mm centre to centre with steel fence infill panels in between the columns.

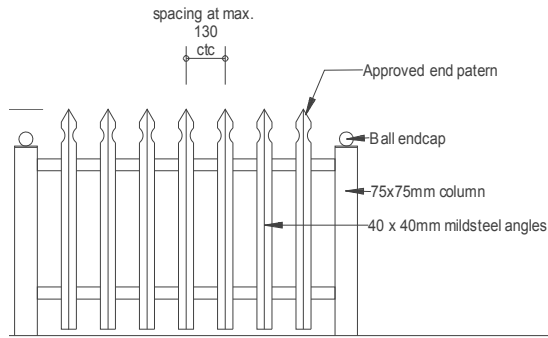
Steel work to match house design.

Design to be approved by the HOA Aesthetics' Committee.

The infill panel can be divided horizontally with a brick wall at the bottom no higher than 510mm from natural ground level and a steel panel to maximum total height of 1200mm.

- **Terrace Stands:**

Fencing or boundary walls must be 1200mm high, to the design as shown and painted white.



No electrical fences will be allowed within the development, with exception to the Estate boundary wall.
 (See 3.8 *Boundary Walls and Fences*)

Guidelines / Examples of fencing allowed:



Terrace Stands



Villa Stands

Exclusions:



2.6.3 BUILDING LINE RELAXATIONS:

The Owner whom wishes to apply for any form of building line relaxation must first and foremost obtain the written consent of all his/her neighbours in question, both adjacent and behind the stand in question, as well as neighbours across the street and all parties concerned must fill in and sign the ZGE “INTERPARTITE AGREEMENT” form.

The written consent forms must be handed to the HOA together with the new proposed site development plan and the relevant neighbours must sign the site development plan.

The Owner can obtain the “INTERPARTITE AGREEMENT” document from the official Zwartkop Golf Estate website. The document can be found under main tab “The Golf Estate”, sub tab “Building Guidelines”

It is the duty of the Owner, together with the appointed architect and builder, to ensure that all the site boundaries are correct and that all site beacons are in their correct positions before commencement of any construction work.

3. ARCHITECTURAL BUILDING DESIGN CONTROLS

All buildings constructed on the property must be linked as one structure and therefore the dwelling must be covered by a continuous roof structure, albeit in single and double storey format.

The elemental composition or massing of the building shall be a clearly articulated ratio of a roof zone and a glazed/solid wall zone.

3.1 PRIVACY

The privacy and views of surrounding properties should be considered as a premium.

As a general rule no windows or balconies on the upper storey should overlook the living/entertainment space of the adjacent dwelling.

Where windows directly overlook the entertainment area of a neighbour, such windows may not have a window sill height lower than 1.8m.

The Controlling Architect can specify that larger windows must either be decreased in size or that window panes be fitted with opaque glass.

The Controlling Architect can request that side or screen walls be incorporated into the design of balconies where such a balcony has a side view onto the adjacent property.

Where large windows, doors to balconies and balconies overlook the property of any neighbours, the Owner of the new proposed dwelling must obtain the permission of all relevant neighbours and all parties concerned must fill in and sign the ZGE "INTERPARTITE AGREEMENT" form.

Neighbours to sign off the relevant site development plans and the neighbour must indicate his stand number, together with his or her signature and clearly state "Balcony/Window(s)/Door(s) Approved".

Approval from neighbours must be obtained before plans are submitted to the HOA's Aesthetics' Committee for approval.

3.2 EXTERNAL WALLS

External walls must be a minimum of 220mm thick and must be constructed out of conventional clay bricks.

Walls must either be plastered or bagged or a combination of either and painted.

Plinths of textured plaster may be used.

Small sections of high quality red satin sheen face brick may be used as detail or focal points on elevation, such as chimney stacks or a small section of recessed or a wall projecting out. A single plain or portion of high sheen face brick work, unless used in a chimney stack, may not exceed 18.0m² in total area and may not be wider than 3.0m in total.

The brick bond used in the construction of the red satin sheen face brick section of wall must also differ from the normal running bond and brick bonds such as stack bond, English or Flemish bond should be used and red satin sheen face brick focal walls must be clearly drawn out in elevation to indicate the type of bond used.

Only high quality red sheen bricks such as Corobrik's "Fire Light Satin" and "Terracotta Satin", or similar, may be used.

NO other colour high quality sheen or satin finish face brick may be used and **NO** exposed face- or semi face brick will be allowed whatsoever.

The HOA will consider the use of alternative building techniques providing that such a technique has the necessary accreditation from the SABS and complies with all aspects pertaining to the National Building Regulations, Codes and Practices and where such an alternative building technique will be approved by the Local Authority.

The visual and aesthetic appeal and overall feel of the alternative building technique should not differ from that of the conventional building methods currently used on Zwartkop Golf Estate.

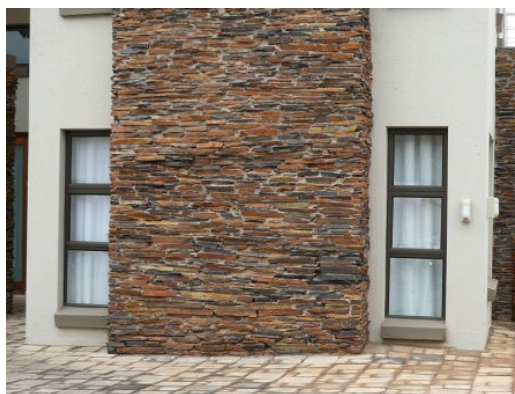
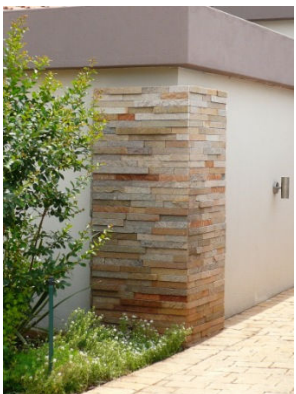
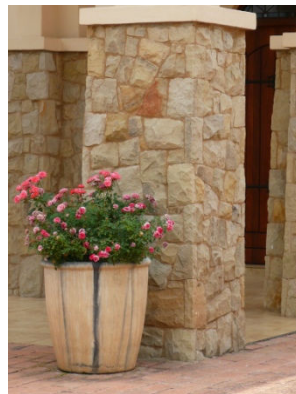
Specific Exclusions:

- Decorative plaster such as Spanish plaster,
- Embellishments such as “castellation” and other ornate plaster finishes,
- Ornate in-situ or pre-cast mouldings, columns, copings, balustrades, architraves, etc.,
- Pre-cast concrete building elements are discouraged (simple copings, column caps and window sills are in order.),
- Semi face brick in any form or colour,
- Fake rock cladding in any form or shape,
- Dolomite rock

General Inclusions:

- Smooth or lightly textured plaster,
- Plaster bands around window and door openings where the width/dimensions of such plaster bands must be in proportion to the window / door opening and within keeping of the overall feel of the Estate. Plaster bands may not exceed 150mm in width and may not be thicker than 30mm,
- Bagged brickwork,
- Approved coloured plaster where the colour scheme remains within the earthy tone colour spectrum and where the Owner must provide the Aesthetic Committee with a sample of the intended colour plaster,
- Natural rock used in ground floor plinths.

Guidelines / Examples of plaster bands and natural rock cladding:



Please note:

Natural Stone Cladding may not exceed 10.0% of the total surface area of a single elevation. Large sections of cladding will not be allowed as cladding must be used to enhance the visual appeal of an elevation in the form of focal points.

Exclusions:



3.3 WINDOWS, DOORS & SHUTTERS

Openings should generate a spacious and airy feel and should be protected from sun and rain by large overhangs, sliding shutters and/or pergolas.

Care must be taken on the stands facing the fairway to not expose the windows unnecessary to golf balls. (The use of smaller openings and/or windows and doors, turned away from playing direction, is suggested)

3.3.1 WINDOWS

Window and door openings should be placed on elevation in a balanced manner and large window openings or glazed areas must be sub divided into narrower or smaller sections.

Window frames must either be in timber or aluminium and aluminium window frame colours must be in terms of the prescribed colour range, this being natural aluminium, white powder coated aluminium or bronze anodized aluminium.

Specific Exclusions:

- Tinted and or reflective glass,
- Steel frames, standard or purpose made,
- Pre-cast concrete window systems such as "Win Block" systems or similar.

General Inclusions:

- Aluminium frames in the above specified colours,
- Varnished/oil treated natural timber window frames,
- Painted timber windows frames where the only permissible colour is white,
- Sliding/folding aluminium or timber doors & windows, only in the abovementioned colours and finishes.

3.3.2 **DOORS**

All external doors must either be in natural timber or aluminium and with, or without, glass inserts.

Natural timber doors must either be varnished or oil to keep their natural look and colour or may be painted in white only.

Aluminium doors may only be in the natural aluminium, white powder coated aluminium or bronze anodized aluminium colour spectrum.

NO brightly coloured powder coated aluminium doors or frames or natural timber doors or door frames will be allowed.

Only white painted timber doors and door frames will be allowed.

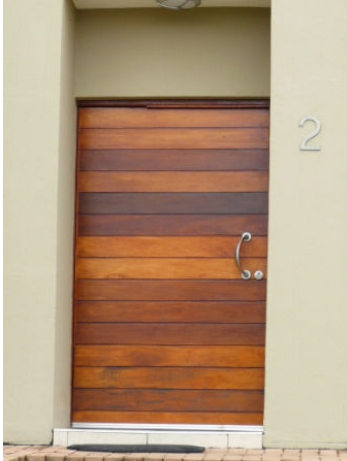
Specific Exclusions:

- Steel doors and door frames or any nature and design,
- Highly decorative doors including doors with carved wooden figures or patterns,
- Sleeper wood doors.

General Inclusions:

- Aluminium frames in the abovementioned colours and finishes,
- Sliding/folding aluminium and natural timber doors & door frames,
- Varnished/oiled natural timber doors and door frames,
- Painted natural timber doors and door frames where the only permissible colour is white.

Guidelines / Example of a typical front door:



3.3.3 **Garage Doors**

Garage doors need to be in natural timber or powder coated aluminium. Natural timber doors should be in either Saligna or Meranti hardwood and the natural colour of the wood must be preserved.

Powder coated aluminium doors must either be white, dark brown, light or dark grey in colour.

Garage doors must be sectional overhead opening doors and designs should be kept simple and not very ornate.

Design or image of garage doors must be submitted to the Aesthetic Committee for approval before installation.

Specific Exclusions:

- Steel Garage Doors of any kind,
- Fibre glass doors.

3.3.4 SHUTTERS

Only aluminium or natural timber shutters of the sliding or folding variety may be used for sun and/or privacy control.

Innovative solutions in respect of golf balls and privacy should be explored but such solutions must be approved by the HOA Aesthetics Committee prior to installation.

General Inclusions:

- Aluminium sliding/folding shutters, colours to compliment colour scheme of dwelling and colours and design to be approved by the HOA Aesthetics' Committee,
- Natural timber sliding/folding shutters varnished/oiled or painted white only.

Example of Wooden Shutters:



3.4 ROOFS, ROOF OVERHANGS, EAVES & GUTTERS

Roofs should mainly be double pitched and elementary/uncomplicated in design and shape.

Mono pitched roofs will be allowed in certain instances.

Roofs may be hipped or gable ended and must extend over the external walls.

Hipped roofs must extend by a minimum of 500mm and gable-end roofs by a minimum of 100mm.

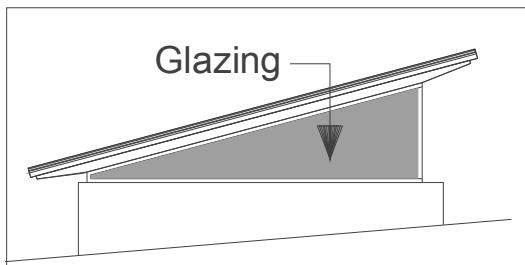
3.4.1 PITCHED ROOFS

- Roof pitches for double pitched roofs to be 30° minimum and 45° maximum.
- Bali Style roofs will be evaluated on merit.

3.4.2 MONO-PITCHED ROOFS

- Mono-pitched roofs to be limited in extent.
- The angle of all mono-pitched roof sections to be 15°.

- The total area of mono-pitched roofs may not exceed 35% of the total roof area(s).
- Mono-pitch roofing material to match that of the main roof structure type of material and colour.
- Mono-pitched roofs with full height side and gable walls are not allowed and require clear storey glazing if utilised, as per the sketch below:



- The frames used for the clear storey glazing must match the material used for all the other window and door frames both in appearance and finish.
- No reflective glass may be used as glazing in the clear storey construction.

3.4.3 FLAT CONCRETE ROOFS

- Flat roofs will only be permitted on a small portion of the building and at the discretion of the controlling architect.
- The total maximum area of flat roofs may not exceed 40.0m² (Forty square metres).
- The slight slope of all flat roofs must be concealed and may not be visible from any angle when viewing the structure.
- All storm water outlets and downpipes must be concealed and housed in service ducts or housed within columns.
- Waterproofing must be painted to match the colour of the roof or the building and must be covered with approved stone pebbles or tiles.
- Flat roofs may not be painted in a reflective material.
- Flat roofs may not be utilized as a storage space.
- Flat roofs must be constructed from reinforced concrete, as per an engineer's design.
- No other materials will be allowed for the construction of flat roofs and this include metal sheeting or corrugated iron/Chromadek sheeting, or similar, even if the flat roof section is hidden behind a parapet or up-stand beam.

3.4.4 ROOFING MATERIAL

The following roofing materials are permitted:

- Cement/"Concor" Clay or "Coverland" (Riviera or Elite) roof tiles or similar, SABS approved.
Approved colour ranges include black, dark brown, terracotta and in the standard, antique and designer ranges with earthy tones.
- "Chromadek" S-profile or Clip Lock roof sheeting or similar approved.
Approved colour ranges include grey (light to charcoal) and black.

No other materials shall be allowed.

Owner to get the approval from the Aesthetics' Committee as to the roofing material and colours he or she would like to use and colour images of roofing material must accompany the drawings submitted for both the Concept and Final Approval phase.

Specific Exclusions:

- Decorative wrought iron/cast aluminium elements, such as Victorian “Brookie Lace” or any other decorative elements may not be used or incorporated in the roof design in any way or manner,
- Roof tiles or roof sheeting in colours other than specified,
- Thatch in any form.

General Inclusions:

- Cement roof tiles such as “Concor” Clay or “Coverland” (Riviera or Elite) or similar SABS approved,
- “Chromadek” S-profile or Clip Lock roof sheeting or similar approved.

3.4.5 EAVES / ROOF OVERHANG

- Eaves may be closed or open.
- In the case of open eaves, all exposed roofing elements, such as roof truss ends, battens and purlins, must be finished off in line with the standard of finish of the entire dwelling.
- Hipped roofs to project a minimum of 500mm over the external walls of the sub structure.
- Gable-end roofs to project a minimum of 100mm over the sub structure and at the gable ends only. Projection over other parts of the sub structure must be minimum 500mm.
- The maximum permissible eaves length or roof overhang is 900mm and roof overhangs may only encroach over the site building lines by maximum 800mm.
- The overhang may be reduced to accommodate architectural features and projections within the building line. However, these reductions may not constitute more than 15% of the total eaves perimeter.

Specific Exclusions:

- Elaborate Gables.

General Inclusions:

- Natural or painted timber fascias and eaves closers.

3.4.6 FACIAS, GUTTERS & RAIN WATER DOWN PIPES

- It is a requirement for the dolomite management program, within which Zwartkop Golf Estate fall, that all rain water downpipes be connected to an effectively designed storm water management system.
- The Owner's architect must consult The Dolomite Management Program manual for the minimum pipe diameter criteria for the effective design of a site specific storm water management system.
- All rainwater must be managed by gutters and rain water down pipes channelling rainwater as well as swimming pool waste water into an underground pipe system which is directly pumped into the pipes of the storm water management system and then directly channelled into the underground road storm-water system by dumping all storm water and swimming pool waste water directly into the road network.
- It must be noted that storm water may, under no circumstance, be channelled into the sewerage reticulation system of a dwelling. This is against municipal rules and regulations.
- Specific points will be provided on all golf front stands for the discharge of rain and storm water and swimming pool waste water runoff.

3.4.6.1 GUTTERS AND RAIN WATER DOWN PIPES

- Only “Chromadek” or similar approved gutters must be used.
- Houses with gutters and rain water down pipes, and as part of the storm water management plan for each site, **must** have a 1,0m wide concrete or concrete paver apron installed around the entire ground floor footprint of the dwelling. This apron must be installed at a slight angle, or fall, away from the dwelling to evenly disperse any storm water away from the dwelling.
- If houses are to be without gutters, and as part of the storm water management plan for each site, a 1500mm wide paved apron **must** be installed around the entire ground floor footprint of the dwelling. This apron must be installed at a slight angle, or fall, away from the dwelling to evenly disperse any storm water away from the dwelling.
- Paving must comply with the approved type, design and colour as set as set out in paragraph 3.14 below.

Specific Exclusions:

- PVC, Galvanised and painted metal or fibre cement gutters and rainwater pipes.
- Painted Fibre cement fascias 6mm thick and thinner.

General Inclusions:

- Natural or painted timber or fibre cement fascias.
- Chromadek gutters of approved colour - see 3.14

3.4.7 LOUVRE DECK ROOFING

The “Louvre Deck” roofing system, or similarly approved, will be considered and the approved Louvre Deck roofing system must comply with the following:

- **NO** freestanding Louvre Deck systems will be allowed. The proposed Louvre Deck installation must completely join or fully connect to the existing structure along at least **two full sides** of the Louvre deck system.
- Consideration for the approval of a Louvre Deck system will only be given should the layout/design of the current structure or existing roof design make the addition of a conventional roof impossible or impractical.
- The Louvre Deck installation may never be enclosed by means of doors or windows, not from the onset or even at a later stage.
- The maximum area such a Louvre Deck roofing system may cover is 40m².
- The flooring system to such a Louvre Deck system must be of a permanent nature such as a floor slab with screed and a final tile or colour pigmented screed finish.
- All steel columns, typical to the construction of a Louvre Deck roof, may not be visible and must be encased in a brick column, minimum 330mm x 330mm in dimension. The columns must be plastered and painted in the same colour scheme as the rest of the dwelling. The columns may also be clad with HOA approved natural stone cladding.
- The fascia or barge board, typical to the construction of a Louvre Deck roof, may not be visible and must be covered by a fibre cement or wooden fascia, minimum 330mm in width as to ensure that as little of the Louvre Deck system will be visible from underneath when viewed from a distance.
- The fascia board must be painted in the same colour scheme as the rest of the dwelling.
- All electrical work such as new light fittings and plug points must be installed by a registered electrician.
- All rainwater gutters must be hidden behind the abovementioned fascia and may not be visible.
- Rainwater down pipes must be encased in the 330mm x 330mm (minimum dimensions) columns and the Owner must ensure that all storm water is managed effectively and channelled away from any adjacent structure(s).

- By using the term “Louvre Deck” it is implied any other similar roofing structure.
- It must be noted that such a structure, in conjunction with the brick columns, is viewed as a permanent addition and alteration to the existing structure and it is the duty of the Owner to ascertain whether it is necessary to have this addition approved by the Local Authority.

PLEASE NOTE:

The Owner must apply to the HOA’s Aesthetic Committee for approval for the installation of such a system and the Owner must supply a detailed site plan clearly indicating the correct position of the new structure as well as the relevant elevations to indicate how the new structure, with the prescribed columns and fascia boards will integrate into the existing look of the dwelling. Owner must have HOA approval before a Louvre Deck roofing system, or similar, may be constructed.

The HOA reserves the right to ask an Owner to remove any such non-approved structures.

Example of an approved Louvre Deck structure:



3.5 BURGLAR PROOFING, GATES, SCREENS, BALUSTRADING, PERGOLAS & AWNINGS

3.5.1 BURGLAR PROOFING

The design of visible external security gates to doors and burglar proofing to windows must be approved by the HOA.

Colour of security gates and burglar proofing to match the colour finish of window and door frames of that particular dwelling.

Specific Exclusions:

- Decorative wrought iron, mild steel or cast aluminium,
- Concertina or other type steel security gates such as “TrelliDor” type gates.

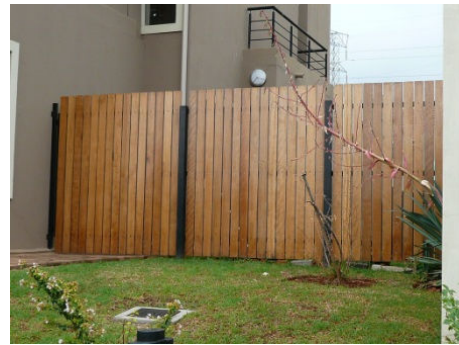
3.5.2 GATES AND SCREEN WALLS

Garden- and motor driveway gates and garden screens must be in painted or varnished slatted hardwood or steel where the steel gates and fences must be of a relatively unembellished design.

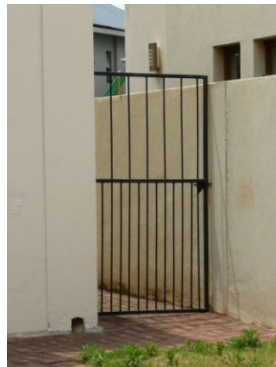
No visible creosote treated timber may be used.

The design of gates and screen walls must be of such a nature that it will hide washing lines, pet kennels, gas cylinder cages and rubbish bins from sight.

Guidelines / Examples of Gates:



Exclusions:



3.5.3 BALUSTRADES

Balcony and veranda balustrades must be in keeping with the architecture of the house and general style and guidelines of the Estate, and must either be in natural or painted hardwood or metal to comply with the list of approved colours.

Balustrades with brickwork columns must be light in appearance and must have either a timber or metal handrail.

Brickwork columns must be maximum 220mm x 220mm and must be plastered and painted to match the existing colour scheme and finish of the dwelling.

All balustrades must be 1.0m high and may not have openings larger than 100mm x 100mm and must comply with all the NBR rules and regulations pertaining to balustrades.

Steel or wooden balustrades to have at least a 255mm brickwork up-stand.

Specific Exclusions:

- Decorative wrought iron, mild steel or cast aluminium, e.g. Victorian brookie lace,
- Precast concrete balustrades of any kind,
- Creosote treated or varnished rough wooden poles.

General Inclusions:

- Planed, varnished or painted timber, painted steel, aluminium or stainless steel balustrades, colours to adhere to prescribed colours as set out in paragraph 3.15.

Guidelines / Examples of Balustrades:



Exclusions:



3.5.4 PERGOLAS & AWNINGS

Pergolas must be constructed in natural hardwood or mild steel IPE sections and supported on either timber, steel or brick columns where brick columns may not be less than 345mm x 345mm square and are limited to the ground floor only.

Pergolas to balconies at attic level must be in planed and varnished timber or mild steel IPE sections.

Pergolas may be constructed in planed and varnished timber or mild steel IPE sections beyond the building line (**excluding the golf course line**) provided they form terraces not higher than 500mm above natural ground level.

Pergolas may not, at any stage in the future, be covered with any form of permanent or semi-permanent roof covering and may not, in the future, be closed in on any open side of the structure by either a permanent or semi-permanent walling method or walling system.

The design and layout as well as the proposed position of the pergola on a stand must be indicated on relevant drawings and must be submitted to the HOA's Aesthetic Committee for their approval.

Pergolas, utilised for vehicle parking, may only be incorporated into the design of dwellings in Vardon Fairways, Hagan Greens and Snead Manor.

The maximum total floor area (m²) of a pergola may not exceed 36.0 m².

The total height of a pergola may not exceed 3.06m or 36 standard brick courses.

General Inclusions:

- Horizontal folding/sliding canvas shade systems,
- Plain colour canvas.

Specific Exclusions:

- Decorative wrought iron, mild steel or cast aluminium e.g. Victorian “Brookie Lace”,
- Gum pole pergolas,
- Black Wattle pole covering,
- Any type of roof sheeting or roof covering,
- Fixed or fold-away aluminium awnings,
- Louvre Deck systems may only be incorporated into the roofing design/structure as an extension to a stoep or veranda.

Guidelines / Examples of Pergolas and Carports:



Exclusions:



3.6 PARKING, GARAGES & CARPORTS

3.6.1 PARKING

Sufficient on-site, off street parking must be provided for each stand to minimise on street parking of visitors to a stand. (See diagram 3: Tshwane Town Planning Scheme 2008.)

3.6.2 GARAGES

A maximum of four garages may be built per stand and the maximum street façade length of a garage may be 9.0 meters, thus 3 single garages.

If the 9.0 meter maximum needs to be exceeded to accommodate four garages then the garages must be split into two separate units, thus two separate double garages and where the door configuration of both garages must be identical.

Garage doors must be natural timber or powder coated steel sectional doors.

See paragraph 2.6.1 governing boundary regulations pertaining to garages.

Specific Exclusions:

- Prefabricated garage units,
- Temporary/makeshift structures of any kind,
- Second storeys on garages closer than 5m to street boundary,
- Chromadek roll-up garage doors,
- No tip-up garage doors.

3.6.3 CARPORTS

Carport structures and its roofs must be attached to the main structure and are only allowed if they have the same pitch as the rest of the dwelling and are built of the same material used for the construction of the rest of dwelling and the same roofing material used for the roofs of the dwelling.

Supports must either be in:

- Planed and varnished timber,
- Painted timber,
- Mild steel IPE sections,
- Brick columns (min 345mm x 345mm),
- Brickwork base (min 345mm x 345mm), combined with either timber mild steel IPE sections as supports.

The sides may be trellised and planted with creepers.

Specific Exclusions:

- Prefabricated carport units,
- Temporary/makeshift structures,
- No free-standing garden sheds or Wendy houses are allowed,
- No open/covered facilities for caravans, boats or trailers are to be visible from the road or golf course and may not be placed in the side space,
- Use of any form of shade netting, natural poles or PVC covering.

3.7 STAFF ACCOMODATION AND KITCHEN YARDS

3.7.1 STAFF ACCOMMODATION

Staff accommodation should not be nearer to the street than the main building of the dwelling and must be contained under the same roof or integrated into the overall design.

Doors to outside staff rooms and bathrooms may not face the side boundary directly and must at all times be turned at 90° to the boundary.

Where it is not possible to immediately turn the entrance 90° to the immediate boundary it is possible to screen off the entrance to the room with a screen wall to a height and design that must be approved by the HOA and with a proper description and written argument why it was not possible to turn the entrance 90°. The approval of this deviation will be at the sole discretion of the HOA and they can accept or discard the application without prejudice.

3.7.2 KITCHEN YARDS

Kitchen areas, staff accommodation and outside staff ablution facilities must be enclosed with a screen wall on all sides and be provided with access gates.

All access gates and screens walls must adhere to design requirements as set out in paragraph 3.5.2., herein above.

Wash lines, gas cylinders and garbage bins may not be visible from either the road or golf course.

3.8 PRIVATE GARDENS

Private gardens must be managed and maintained by the Owner or his appointee.

Any walls and structures as part of landscaping must be clearly indicated on the site development plan and must be submitted to the Aesthetics' Committee or the Controlling Architect, along with the rest of the documentation to form part of approval documentation, for approval.

Only indigenous vegetation may be used for landscaping. The existing exotic or invasive species that are found on site must be managed in accordance with the regulations published under section 29 of the Conservation of Agricultural Resources Act, (Act No, 43 of 1983) pertaining to the declaration and control of weeds and invader plants.

It is expected of Owners to cut lawns at least once in every two weeks or the HOA will cut the lawn on behalf of the Owner but for the Owner's account.

Owners of undeveloped stands must keep stands neat and tidy and vegetation may not exceed 30cm in height, except for established trees.

The HOA retains the right to clean up untidy undeveloped sites and for the Owner's account.

3.9 BOUNDARY WALLS AND FENCES

3.9.1 STREET AND GOLF COURSE BOUNDARY WALLS

As a general rule, street and golf course boundary walls are not encouraged.

However, where it is a matter of privacy, such as around swimming pools, boundary walls may be built according to the following guidelines:

- The street front boundary can be without any fencing,
- Walls are limited to a maximum height of 2.1 meters,
- Balustrades and gates must be in compliance to the applicable guidelines and should be used as far as possible to create an open and airy feeling. (Walls may not exceed beyond 50% of the total street boundary length without gates and balustrades.)
- Golf course facing boundary walls must comply with paragraph 2.6.2,
- The use of steel fencing will be limited to Terrace Stands and must comply with the guidelines provided in paragraph 2.6.2.

3.9.2 SIDE AND REAR BOUNDARY WALLS AND ANY OTHER SCREEN WALLS

Must comply with the following:

- Must be constructed from brick and finished with plaster and painted in line with the colour scheme and finish of the dwelling,
- Maximum height of 2.1 meters,
- These walls need to drop to 1.8 meters if closer than 3.0 meters from the street and/or golf course,

- Boundary walls obstructing the flow of storm water must have openings of 100mm x 300mm at 3,0m intervals and must be level with the finished ground level.

Specific Exclusions:

- Concrete panel walls,
- Barbed wire fencing,
- Diamond mesh fencing,
- Un-plastered brick or concrete block walls,
- Face brick walls,
- Log type fences,
- Walls or fences along golf course boundary,
- No electrical fences will be allowed within the development, with exception to Estate boundary walls.

3.10 CHIMNEYS

Chimneys must be important elements in the architectural composition and it is recommended that each house have at least one chimney as an architectural focus element.

As a chimney is a very visual component in the overall design of a structure due to its normally strong vertical nature, the design and detailing of a chimney must compliment the design style of and echo other design detailing found in the overall design of a house or dwelling.

The Aesthetic Committee may request that design and detailing changes be made to a chimney should it be of the opinion that the proposed chimney design does not fall within the architectural style of the estate.

The chimney must be built at least 1.0m (One meter) higher than the nearest roof ridge height for good cross ventilation and may exceed the 7.5m height restriction if necessary.

Specific Inclusions:

- Traditional black steel “Swan” cowls,
- Black Steel “Fixed” cowls,
- “Tornado” or “WhirlyBird” extractor mechanisms, colour matt black only,
- Cowl designs as approved by the Aesthetic Committee.

Specific Exclusions:

- Exposed fibre cement flues & cowls

Guidelines/Examples of Chimney Cows:



Traditional black steel "Swan" cowls



Black Steel "Fixed" cowls



Matt Black "Tornado"/"WhirlyBird" extractor mechanisms



Cowl designs as approved by the Aesthetic Committee

3.11 SWIMMING POOLS

3.11.1 RULES AND REGULATIONS

The design and material specification for all new swimming pools must comply with the rules and regulations pertaining to swimming pools as set out in the following documents:

- SANS 10400 – 1390,
 - National Building Regulations (NBR) – DD4,
 - National Dolomite Management Program,
 - City of Tshwane Building Control requirements,
- and with particular reference to the construction of swimming pools in dolomite soil conditions.

The design and material specification for all new swimming pools must also comply with the rules, regulations and requirements pertaining to swimming pools as set out by:

- The NHBRC,
- The Department Geology of the City of Tshwane.

3.11.2 DESIGN AND MATERIAL SPECIFICATIONS

The design and material specifications must be executed by a registered structural engineer and normal conventional swimming pool construction techniques may not be used.

The design and material specification of the proposed swimming pool will depend on the geological classification of the particular stand (D2, D3 or D4 classification) and this classification will, for example, determine the swimming pool hull construction, the nature and size of the drainage system under the pool and the size and depth of the inspection hole.

The position of a new swimming pool, applicable to both new dwellings and existing dwellings, must clearly be indicated on the site development plan. A detailed layout plan of the swimming pool indicating all aspects such as dimensions, layout of drainage systems, etc. and a detailed longitudinal section must also be submitted.

Plans for all new swimming pools, for both new and existing dwellings, must be submitted to the HOA's Aesthetic Committee for approval before being submitted to the Tshwane Town Council for their approval.

All plans, drawings and design and material specifications must be signed off by the engineer responsible for the swimming pool design.

Filtration units must be completely hidden and may not be visible from the road, golf course or adjacent properties and must be placed in a location on the stand where it will not cause a noise hindrance to neighbours.

For safety purposes swimming pools must preferably not be freely accessible and if so, the swimming pool must have a safety net covering.

Any safety fence around the pool must comply with the ZGE aesthetic rules and architectural guidelines pertaining to boundary walls and fences as set out in paragraph 3.9 herein above, as well as all municipal and SANS/NBR/NHBRC rules and regulations.

3.11.3 IMPLEMENTATION OF THE SOUTH AFRICAN NATIONAL STANDARD (SANS)

All aspects pertaining to the design, material specifications and construction method or techniques for the installation of new swimming pools will be governed by the following national publication:

SANS 1936-3:2012
Edition 1

DEVELOPMENT OF DOLOMITE LAND

Part 3: Design and construction of buildings, structures and infrastructure

Section 9: Requirements for swimming pools and liquid-retaining structures

The objective of SANS 1936 is to set requirements for the development of dolomite land in order to ensure that people live and work in an environment that is seen by society to be acceptably safe, where loss of assets is within tolerable limits, and where cost-effective and sustainable land usage is achieved.

Part 3 of SANS 1936 establishes requirements for:

1. The design and construction of permanent or temporary buildings, structures and infrastructure, including wet and dry engineering services, on dolomite land requiring precautionary measures to support sustainable development. It also applies to upgrading or maintenance of existing developments.
2. Establishes requirements for sites designated as D2 or D3 dolomite areas in accordance with SANS 1936-1.
3. Development on sites designated as D4 dolomite areas require additional site-specific precautions over and above those specified in clause 10.

NOTE 1: Maintenance and risk management requirements are established in SANS 1936-4.

NOTE 2: Design and construction requirements in this part of SANS 1936 are based on the premise that the risk management requirements of SANS 1936-4 will be implemented as long as the buildings, structures or infrastructure are in existence.

Part 9 of the abovementioned document reads as follows:

“... **9. REQUIREMENTS FOR SWIMMING POOLS AND LIQUID-RETAINING STRUCTURES**

9.1 GENERAL

9.1.1 *Domestic swimming pools and liquid-retaining structures shall be watertight (zero leakage), constructed without any joints, and shall not be placed closer than 5 m from a building. Alternatively, the design of such pools shall be integrated into the rational design of the foundation of the residential structure.*

9.1.2 *Public swimming pools and other liquid-retaining structures shall be watertight (zero leakage) and should not be placed closer than 30 m from a building. The design of such structures shall be such that the joints:*

a) *can readily be inspected for leakage;*

b) *remain watertight with a high degree of reliability;*

and

c) *are able to accommodate all likely differential movements between the wall and floor panels without the joints losing their water tightness.*

9.1.3 *Backwash and other water from swimming pools shall discharge into drainage systems in a manner acceptable to the local authority.*

9.1.4 *No subsurface drainage, other than for leakage detection or prevention of floatation, shall be installed beneath swimming pools or liquid-retaining structures. If installed for leakage detection purposes, the liquid shall be capable of draining freely and without the need for pumping from the collector, which shall have a watertight floor installed.*

9.1.5 *Public swimming pools and liquid-retaining structures shall be surrounded by a sloped, impervious paving, the width of which shall be specified by the competent person (engineer). All waste or drainpipes should release water in the storm water system or, alternatively, 30 m from the structure on the topographical down slope.*

9.1.6 *Earthworks around the perimeter of public swimming pools and liquid-retaining structures shall be sloped and compacted to a slope not flatter than 1:30 for a distance of not less than 15 m from the outer perimeter of such structures. NOTE For the purposes of this sub clause, the perimeter of a swimming pool includes any surfaced area which returns water to the pool.*

....”

Specific Exclusions:

- Portable “Porta” pools above ground level,
- Any exclusions as indicated in:
 - SANS 10400 – 1390,
 - National Building Regulations (NBR) – DD4,
 - National Dolomite Management Program
 - NHBRC Requirements, Rules and Regulations
 - City of Tshwane Building Control and Department of Geology requirements,
- Visible pump and filtration units.

General Inclusions:

- Concealed filtration units,
- Pool surrounds to match general paving.

3.12 POST BOXES

Postal Delivery will not take place at any physical address.

Private post boxes must be incorporated into a built structure and must be freely accessible from the street. The design of the built structure must be approved by the Aesthetics' Committee as part of the plan approval process.

General Inclusions

- Wall-plate openings

Specific Exclusions

- Any free standing and/or decorative post boxes.

3.13 INTERIOR DESIGN

There are no constraints on the interior design of a new dwelling or any addition and alteration to an existing dwelling.

3.14 PAVING MATERIAL

Paving material shall be either in concrete blocks or brick pavers in approved colour ranges only.

General inclusions

- Approved colours shades of black, grey, terracotta, sandstone and brown.
- Cobblestone edging strips.

Specific Exclusions

- Interlocking bricks,
- In-situ cast concrete paving sections or blocks,
- Half bricks.

Guidelines / Examples of paving materials:



3.15 COLOURS

White is an important colour in the development.

Other colours for walls must reflect **soft subdued earthy tones** such as ochre, sandstone, beige, sand, autumn shades and monotone shades of grey.

Bright and contrasting colours will be allowed upon the approval of the Aesthetics' Committee and/or Controlling Architect.

Painted window frames should be white only.

Specific Exclusions

- Bright primary colours,
- Large areas of black to walls

3.16 SOLAR (Pv) PANELS FOR SOLAR ENERGY HARVESTING

The installation of solar panels will be allowed within the estate where "solar panels" refers to Photovoltaic Panels (Pv Panels) and where Pv panels convert solar energy (sun radiation) into an electrical DC (Direct Current) current and then a Solar Inverter converts this to Alternating Current (AC), which can then be utilised as kilowatt electricity in a home or dwelling.

This is not thermal heating like solar geysers but radiation transfer to electrical current to generate an alternative source of electricity for household use.

The angle at which a solar (Pv) panel or panels may be installed must follow the pitch of the roof and may not be a greater angle to that of the roof angle which, as set out in paragraph 3.4.1, herein above and where the section "Pitched Roofs" reads: "Roof pitches for double pitched roofs to be 30° minimum and 45° maximum."

Solar (Pv) panels may only be affixed to north or near-north facing sides of a double pitched roof and may not be installed on mono pitched or flat concrete roofs and a maximum of 50.0% (Fifty Percent) of the roof area (m2) of a north or near north facing side of a double pitched roof may be covered by solar (Pv) panels.

Only panel frames in black, dark grey or charcoal in colour will be allowed and **NO** frames in a shiny and/or natural anodized finish will be allowed.

Only Solar Energy (Pv) Systems supplied and installed by Solar Energy Professionals will be allowed and "D.I.Y." systems will not be considered or approved.

Owners must submit a Solar Panel (Pv) Design Proposal to the HOA Aesthetics Committee indicating the following:

- Proposed number of Solar (Pv) Panels,
- The location of the Solar (Pv) Panels on the roof,
- The dimensions of a Solar (Pv) Panel and the total dimensions of the proposed installation,
- Clear images of the proposed Solar (Pv) Panels incorporated in the design.

The HOA will then evaluate the Solar Panel (Pv) Design Proposal for approval.

No cabling or brackets of any kind may be visible externally and all such cables and brackets must be accommodated in the roof cavity of the dwelling.

Example of preferred solar panel installation method:



Example of installation method not allowed:



3.17 WATER STORAGE TANKS FOR RAIN WATER HARVESTING

IMPORTANT NOTE:

Water storage tanks for rain water harvesting is considered to be a “**LIQUID RETAINING STRUCTURE**” within the context of SANS 1936 and all the rules and regulations and other precautionary measures, as set out in this document, will directly apply to water storage tanks erected on a stand with a Dolomite (D2 to D4) Geological Classification.

A maximum of two water tanks with a total or combined storage capacity of maximum 20 000 (Twenty Thousand) litres will be allowed per stand or household and the maximum storage capacity per single water tank is 10 000 (Ten Thousand) litres.

3.17.1 AESTHETIC RULES AND ARCHITECTURAL GUIDELINES

The aesthetic rules and architectural guidelines pertaining to the installation of water storage tanks for rain water harvesting for domestic use and garden irrigation purposes are the following:

POSITION ON SITE

- **New Dwellings:** The proposed position(s) of water tanks must be clearly indicated on the concept site plan of the proposed new dwelling for approval by the Aesthetics' Committee as part of the concept approval phase.
- **Existing Dwellings:** The proposed position(s) of water tanks must be clearly indicated on a site plan indicating all existing structures and must be submitted to the Aesthetics' Committee for approval.

(The design, finishes, material specification and construction method of the proposed water tank must also be submitted to the Aesthetics' Committee for their consideration and approval for both new and existing dwellings.)

- Water tanks may be installed on either (natural) ground level of a stand and/or on first floor level as long as it is concealed from direct street and golf course view.
- Water tanks must preferably be installed behind the house or dwelling or alternatively be hidden behind solid boundary and/or garden screen walls and may also not protrude above side or rear boundary walls or be directly visible to neighbours on ground floor level.
- Water tanks must be positioned close to storm water drains, as per the SANS 1936-3:2012 rules and regulations where it stipulates that the overflow system of any liquid-retaining structure must directly empty out into a storm water drain with pipes connected to the street or the main estate storm water management system.

DESIGN, MATERIALS, CONSTRUCTION METHODS AND FINISHES

- Only professionally manufactured water tanks may be installed.
- Construction methods, material specifications and installation requirements as per SANS 1936-3:2012 rules and regulations.

- Water tanks supplying water directly into the drinking/domestic water reticulation system of a house must be fitted with a suitable water filtration system.
- Rain water downpipes must connect directly into water tanks and no unsightly rain water down pipe extensions will be permitted.
- Water tanks may only be manufactured from:
 - high-quality, UV-resistant, Polyethylene,
 - Galvanised Steel,
 - Aluminium.
- Water tanks must:
 - Either be painted in the same colour scheme as the roof of the dwelling, or,
 - In the same colour as the rain water gutters and down pipes fitted to the house, or,
 - It must be enclosed in the same manner as per the requirements for air conditioner covers/screens.



Timber and Steel Air Conditioner Covers/Screens

3.17.2 RESPONSIBILITY

It remains the responsibility of Owners to regularly inspect water tanks and supply/outlet pipes for any leaks, as is required under the rules and regulations as set out in SANS 1936 pertaining to all liquid retaining structures.

3.18 PLUMBING

No exposed plumbing, pipes for heat pumps and air conditioning units are allowed on external walls and service ducts must be incorporated into the design of the dwelling.

No service ducts, even at ground floor level, may be visible from the street frontage of the dwelling and all service ducts must be covered in the same design as set out for garden gates and screen walls or similarly approved designs.

Examples of approved Service Duct Coverings:



3.19 TV AERIALS AND SATELLITE DISHES

TV Aerials and/or satellite dishes to be hidden from view as far as possible.

Positions of TV aerials and satellite dishes to be approved by HOA prior to construction/installation.

TV aerials to be hidden in roof cavity as far as possible.

3.20 REFUSE BINS, DOLL'S HOUSES, PET KENNELS AND WASHING LINES:

Refuse bins, doll's houses, pet kennels and washing lines must be concealed behind screen walls or structures and may NOT be visible from the street.

The design of a new dwelling must incorporate a screened off kitchen yard to accommodate refuse bins, gas cylinders, pet kennels and washing lines and where the screen walls must be higher than the washing lines and to a maximum of 2.10 meters.

3.21 AIR CONDITIONING UNITS:

No window or split unit air conditioners may be visible from the street or the golf course.

No roof mounted air conditioning units may be used at all.

Should it not be possible to hide air conditioner compressor units such air conditioner compressor units must be screened off by means of:

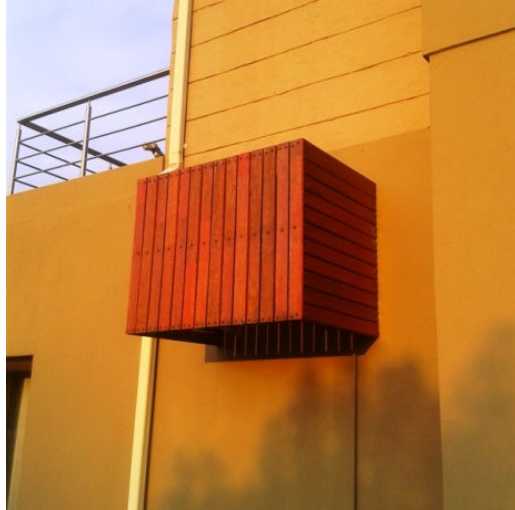
- A metal cage clad in timber to the same design as prescribed for garden gates and screen walls,
- Or where the cladding is of a solid weatherproof material it must be painted the same colour as the external walls of the house.

The objective is to make the air conditioning motor unit as invisible as possible and for the unit to blend into the rest of the structure.

Guidelines / Examples of Air Conditioning Treatment:



Air Conditioning motor unit hidden behind decorative wooden screen and planters



Metal frame and Timber Slat air conditioner compressor cover/screen

Exclusions:



3.22 OUTSIDE LIGHTING:

The general Rule is that no outside lighting be placed higher than 1.0m from the top of the paving apron around a dwelling and outside lighting should not shine directly into or onto a neighbour's property.

If the outside lighting is placed higher than 1.0m from ground level on sides facing neighbours such light fittings must shine up and/or down.

The position of the lights can be higher on the street side but Owners must ensure that such lights do not cause blinding to drivers.

All positions of outside lights to be approved by the HOA **before** finalising and installation.

3.23 SOLAR WATER HEATING:

The installation of Solar Heated Geysers will be allowed if the warm water storage tank is concealed inside the roof cavity.

Only a **flat plate solar collector system** or a **vacuum tube system** will be allowed.

Solar Pool Heating:

Pools can be heated by means of a flat plate solar collector system and through the installation of a solar heat pump and Solar Heat Retention Blankets may be used but care must be taken to hide the blankets from direct view as far as possible.

Guidelines / Examples of Solar Heating Panels on roof:



3.24 ADVERTISING BOARDS / BANNERS

No form of advertising boards or banners is allowed within the Estate.

3.25 RESPONSIBILITY

The ZGE HOA Aesthetic Rules and Architectural and Planning Guidelines do not absolve the Owner from complying with the applicable rules, regulations, requirements and guidelines as set out and stipulated in the applicable SANS Codes, the National Building Regulations, the National Dolomite Management Program, the NHBRC and the rules, regulations and requirements of the Local Authority as set out in the Local Town planning scheme.

3.26 DEVIATIONS FROM AESTHETICS, ARCHITECTURAL & PLANNING GUIDELINES

ZGE HOA reserves the right to, at any time, requests an Owner to correct any deviations from the above set out Aesthetic Rules and Architectural and Planning Guidelines.

Owners will be informed in writing as to what Rule(s) has been transgressed and how this should be remedied.

Owners will be given sufficient time to remedy any transgressions.

3.27 CLOSING

The HOA and the Aesthetics' Committee would like to assure all current and future Owners that they are approachable and open to all suggestions pertaining to the design of a new dwelling or additions and alterations to existing dwellings.

It must however be understood that all applications will be considered on merit and that due consideration will be given to each application.

ANNEXURE 2

ZWARTKOP GOLF ESTATE

BUILDING RULES AND REGULATIONS (1 June 2015)

INTRODUCTION

The primary intention of these provisions is to ensure that all building activity at Zwartkop (hereinafter referred to as “the Estate”) occurs with the least disruption to the residents. In the event of uncertainty, the Contractor should communicate with the Estate Manager.

1. LEGAL STATUS

The Zwartkop Homeowners Association (hereinafter referred to as “the HOA”) has the right to fine and or suspend any building activity, should there be an infringement of any of the under mentioned conditions, and the HOA accepts no liability whatsoever for any losses sustained by the Owner, Contractor or Sub-Contractor, as a result thereof.

The HOA accepts no responsibility or liability for any injury, loss of life, damage or loss of materials or equipment during building operations.

2. CONDITIONS RELATING TO BUILDING ACTIVITIES

No building activity may commence on the designated site until the Owner has submitted and signed all the relevant documents as set out in our ‘Clearance certificate’. Once this is in place, the Clearance Certificate to commence building will be issued by the Estate Manager.

No building activity may commence on the designated site until the Contractor has erected a screened ablution facility, connected to the sewerage system, as well as obtain a water connection. A temporary fence, manufactured of shadow netting, green or black, must be erected on the golf course side of those stands with direct golf course frontage. Once this is in place, a Clearance Certificate to commence building will be issued by the Estate Manager.

A refundable building deposit has to be paid by the owner before building operations may commence. This deposit will be refunded to the owner once building operations have been completed to the satisfaction of the HOA.

A non-refundable Construction Damage deposit of has to be paid before building operations may commence. This deposit will be utilized by the HOA for the repair to the infrastructure on the Estate, caused through normal building operations.

Any damage caused through negligence will be for the contractor / owners account, as referred to in par 2.10 of this document.

Deliveries of bricks have to be done by linked loads, fixed bed truck, 5000 and trailer, 5000. The trailer can be unhooked at the entrance to the Estate whilst the truck enters to unload and thereafter come back to reload the trailer’s load and take same into the Estate for delivery. This will make the delivery of bricks much easier and will ensure that no damage is done to property.

A portion of the building deposit by owners will be used to repair any damages.

A monthly building inspection fee for the duration of the building process until proof of certificate of occupation is submitted and final inspection in respect of the Aesthetics has been completed.

- 2.7 All Contractors and Sub-Contractors and their workers must be in possession of an approved access card before entering the Estate. All workers have to be registered with the Estate, and registration forms are obtainable from the Estate office. On registration workers will be issued with an access card at a cost of R30.00. Workers must be in possession of access cards at all times. Should a worker not be in possession of the access card, the worker will be requested to leave the Estate. Access cards will only be issued on presentation of valid South African identification documents, a copy of which has to be submitted with the request for registration, plus a passport photo attached to the copy of ID document.
- 2.8 The OHSACT must be complied with by the Main Contractor as well as the all the Sub-contractors that work for the Main Contractor
- 2.9 A temporary permit will be granted to Contractors and their workers who will be working on the Estate for a maximum period of one month. A copy of a valid South African ID document must be supplied as well.
- 2.10 Contractors may only enter and exit the Estate via the Main or Contractors gate. The HOA may from time to time designate an alternate access point. Contractors at phase 2 and 3 must enter at their particular entrance.
- 2.11 All workers must be transported to and from the designated building site by vehicle. No pedestrian traffic of workers will be permitted on the Estate.
- 2.12 Building activity, including installations and delivery of supplies will only be permitted during the following times:

Monday to Friday: 07h00 to 17h00 (Note: All contractors, deliveries, installations to be completed and personnel should be off the Estate at 17:00)

No work will be permitted on a Saturday, Sunday or Public Holiday.
- 2.13 Timeous written applications may be submitted to the Estate Manager should building operations or installations be required to be done after these times. Such approval will only be granted in exceptional cases and no requests will be considered for such activity on Sundays or Public Holidays. Written permission has also to be obtained from owners on adjacent properties, when a request is submitted for work outside the designated times.
- 2.14 To ensure the speedy delivery of building supplies, all sites should be clearly identifiable. No Sub-Contractors advertising boards will be permitted on the Estate. The main contractor must erect an advertising board; the specification for this board is obtainable from the Estate office.
- 2.15 When materials are off-loaded by a supplier that encroaches onto the pavement or the roadway, such materials must be moved on to the site by the Contractor the same day. All material and implements are to be stored within the site boundary and consequently not allowed to be stationed on the golf course, roadway, pavement or adjacent sites.
- 2.16 The Contractor and/or the Owner will be held responsible for damage caused to kerbs, plants on sidewalks and/or damage to neighbouring properties including the golf course, caused through negligence. Of particular concern is the irresponsible dumping of building material on adjacent sites that causes unnecessary inconvenience and costs.
- 2.17 The site is to be kept as neat as possible. The contractor shall therefore provide facilities for regular rubbish disposal and ensure that the workers make use of this facility. The most common forms of rubbish are cartons, empty cement and plastic bags, and empty bottles, which pollute neighbouring sites and the golf course.

All Stands under construction must be cleared of all rubble every Friday until construction work is completed.

Contractors not adhering to mentioned rule could be liable to a fine, and could be refused entry to the Estate, until the rubble is cleared. In an event where a contractor was fined and

rubble is not removed within 48 hours Zwartkop HOA has the right to remove rubble on behalf of the contractor at his cost.

- 2.18 No alcohol or other intoxicating substance will be allowed on site. Workers who are dismissed from the site will be escorted by the Contractor to the exit gate and Security informed to cancel the access cards. No night Watchmen will be permitted on site.
- 2.19 No worker will be permitted to sleep on site.
- 2.20 The electrical connection for the site is to be arranged, and no power may be used from a neighbouring site. Similarly no water may be used from any Fire Hydrant or an adjacent site.
- 2.21 It is incumbent on the Main Contractor to ensure that Sub-Contractors are aware of these rules, at all times.
- 2.22 No surveyor's pegs are to be removed until final sign off.

I, THE HOA RESERVES THE RIGHT TO AMEND THESE RULES AND REGULATIONS FROM TIME TO TIME.

I, _____ OWNER OF STAND _____

HEREBY CONFIRM THAT I HAVE RECEIVED A COPY OF THE RULES AND REGULATIONS AND
WILL AT ALL TIMES ABIDE TO THE SAID RULES AND REGULATIONS?

Signature

Date