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**BASSONIA ROCK  
HOME OWNERS ASSOCIATION  
NPC**

**Registration Number of Company: 2003/018389/08**

**MEMORANDUM OF INCORPORATION**

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**COMPANIES ACT 71 2008 AS AMENDED**  
**A NON PROFIT COMPANY WITH MEMBERS**  
**MEMORANDUM OF INCORPORATION OF**  
**BASSONIA ROCK HOME OWNERS ASSOCIATION NPC**  
**Registration Number of Company: 2003/018389/08**

This Home Owners Association is a Non Profit Company with members and elected Directors in terms of the Companies Act of 2008, with the following objects and purpose:

To promote and protect the communal interests of the Members of the Association, and to maintain high security, aesthetic and environmental standards in respect of the property development known as Bassonia Rock Home Owners Association, which is situated in the Township known as BASSONIA ROCK EXTENSION 13,(as defined in this Memorandum of Incorporation) and all ancillary including all subdivisions and/or consolidations thereof for the mutual use and benefit of all Members and their invitees,

The financial year end of the Bassonia Rock Home Owners Association is the end of February each year.

**ADOPTION OF MEMORANDUM OF INCORPORATION**

This Memorandum of Incorporation was adopted by the Members of Bassonia Rock Home Owners Association NPC ("HOA") by Special Resolution of its Members on the \_\_\_\_\_ 2013.

**INTERPRETATION**

In this Memorandum of Incorporation -

- a) a reference to a section by number refers to the corresponding section of the Companies Act, 2008;
- b) words that are defined in the Companies Act, 2008 bear the same meaning in this Memorandum as in that Act;
- c) the following expressions shall, unless otherwise stated or inconsistent with the context in which they appear bear the following meanings:
  - "Act" the Companies Act, 2008;
  - "HOA" the BASSONIA ROCK HOMEOWNERS ASSOCIATION NPC;
  - "Auditors" the auditors of the HOA;
  - "Chairperson" the Chairperson of the Board of Directors elected by fellow Directors;
  - "Directors" the Directors elected by the members of the HOA;
  - "Erf / Erven" an Erf zoned as residential with or without a dwelling on it;
  - "Managing Agent" or "Estate Manager" any person (whether juristic or natural) appointed by the HOA as an independent contractor to undertake any of the functions of the HOA, which are delegated to such person;
  - "Member" a member of the HOA;
  - "Memorandum" this Memorandum of Incorporation;
  - "Scheme or Estate" the township development scheme laid out in the township of Bassonia Rock Extension 13;
  - "Vice Chairperson" means the Vice Chairperson of the Board of Directors elected by fellow Directors;
- d) unless the context otherwise requires, any words importing the singular number shall also include the plural number, and *vice versa*, and words importing any one gender shall include the other two genders;
- e) subject to the aforesaid, any words or expressions defined in the Act or in any statutory modification of the Act in force at the date on which this Memorandum becomes binding on the HOA shall, if not inconsistent with the subject or context, bear the same meaning in this Memorandum.

## **Article 1 - Incorporation and Nature of the HOA**

### **1.1 Incorporation**

- 1.1.1 The HOA is incorporated as a Non Profit Company as defined in the Act.
- 1.1.2 The HOA is incorporated in accordance with, and governed by-
  - 1.1.2.1 the unalterable provisions of the Act that are applicable to Non Profit companies;
  - 1.1.2.2 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; and
  - 1.1.2.3 the provisions of this Memorandum.

### **1.2 Object and Powers of the HOA and use of Property and Income**

- 1.2.1 The object and powers of the HOA are to carry on the business of managing, administering and controlling the common facilities and amenities in respect of the property development known as Bassonia Rock Home Owners Association NPC, which is situate in the Township known as BASSONIA ROCK EXTENSION 13, including all subdivisions and/or consolidations thereof for the mutual use and benefit of all Members and their invitees and its powers shall extend to achieving this object directly and indirectly by taking all reasonable and lawful steps to accomplish this object and purpose.
- 1.2.2 All the property and income of the HOA, whether obtained by levy, donations, profit, fines or by means of income generating activities, must be used to further its objectives as stated above and no part of the HOA's income may be paid to an Incorporator, Member, or Director unless:
  - 1.2.2.1 The payment is reasonable remuneration for goods delivered and services rendered;
  - 1.2.2.2 The payment constitutes reasonable reimbursements for expenses incurred in the course of a Director's duties in furthering the object and purpose of the HOA;
  - 1.2.2.3 The payment is an amount due and payable under a *bone fide* agreement between the HOA, Member, or Director;
  - 1.2.2.4 The payment is a fulfillment of any right arising from the advancement of the objective(s) of the HOA;
  - 1.2.2.5 The HOA is obliged by law to do so.
- 1.2.3. Upon dissolution of the HOA its net assets must be distributed in the manner determined in accordance with Item 1 (4)(b) of Schedule 2 of the Act.

### **1.3 Alteration or Amendment of Memorandum of Incorporation**

- This Memorandum incorporating the HOA may be altered or amended;
- 1.3.1 in compliance with a court order in terms of the provisions of the Act; or
  - 1.3.2 at any other time if a special resolution to amend it;
    - 1.3.2.1 is proposed by:
      - 1.3.2.1.1 the Directors: or
      - 1.3.2.1.2 Members entitled to exercise at least 10% (ten percent) of the voting rights that may be exercised on such a resolution; and in addition,
    - 1.3.2.2 is adopted at a meeting of Members.

## **Article 2 - Members and Directors of the HOA**

### **2.1 Membership**

- 2.1.1 Membership of the HOA shall be limited to any person who in terms of the Deeds Registries Act is reflected in the records of the Deeds Office concerned as the registered owner of any land in the Scheme.
- 2.1.2 Where any Erf is owned by more than one person all the registered owners of that Erf shall together

be deemed to be one Member of the HOA and have the rights and obligations of one Member of the HOA; provided however that all co-owners of any Erf shall be jointly and severally liable for the due performance of any obligation to the HOA.

- 2.1.3 When a person becomes the registered owner of an Erf in the Scheme he shall automatically become a Member of the HOA and when he ceases to be the owner of any such Erf in the Scheme he shall automatically cease to be a Member of the HOA.
- 2.1.4 The *domicilium citandi et executandi* of each Member shall be the address of the Erf registered in his name provided that such Member shall be entitled from time to time to change the said *domicilium* but that any new *domicilium* selected shall be situate in the Republic, and the said change shall only be effective on receipt of written notice thereof by the HOA at its *domicilium*, which shall be the address of its auditors as registered at the Companies Office.

## **2.2 Rights and Obligations of Members**

- 2.2.1 No Member shall let or otherwise part with occupation of his Erf, whether temporarily or otherwise, unless he has agreed in writing with the proposed occupier of such Erf as a *stipulatio alteri* (stipulation for the benefit of a third party) in favour of the HOA that such occupier shall be bound by all the terms and conditions of this Memorandum and such written agreement is lodged with the HOA prior to the proposed occupier taking occupation of the Erf in question, irrespective of whether the aforesaid *stipulatio alteri* as referred to above is agreed to in writing with the proposed occupier of an Erf or not, this in no way absolves the Member of the Erf.
- 2.2.2 A registered owner of an Erf shall not resign as a Member of the HOA.
- 2.2.3 The rights and obligations of a Member shall not be transferable and every Member shall:
- 2.2.3.1 further, to the best of his ability, the objects and interests of the HOA;
- 2.2.3.2 pay all levies due by the Member to the HOA;
- 2.2.3.3 sign all documents and do all things necessary to enable whatever servitudes may be required for services to be registered whether over or in favour of the access Erf or any other Erf in the Scheme and including the provision of security facilities;
- 2.2.4 Subject to the rights of membership prescribed by the Act and by this Memorandum, membership shall confer upon each individual Member the following rights:
- 2.2.4.1 subject to the provisions of clause 3.12 (voting) below, the right to nominate and elect the Directors of the HOA;
- 2.2.4.2 the right to receive copies of the annual financial statements of the HOA;
- 2.2.4.3 subject to the provisions of clause 3.12 (voting) below, the right to receive notice of, attend, speak and vote at general meetings of the HOA.
- 2.2.5 Nothing contained in this Memorandum shall prevent a Member from ceding his rights in terms of this Memorandum as security to the mortgagee of the Member's Erf.
- 2.2.6 Members have a right to be treated with dignity with due regard to their rights as enshrined in the Constitution of the Republic and any other legal prescript. Furthermore, Directors owe it to Members to ensure that the rules of natural justice underpin all their interactions with Members including enforcement of rules.
- 2.2.7 Members owe each other duty to conduct themselves in a manner characterized by good neighbourliness and Ubuntu; always provided that their conduct positively contributes towards social cohesion.

## **2.3 Obligation of Members to pay Levies**

- 2.3.1 The Directors shall from time to time and subject to the other provisions of this Memorandum, determine levies payable by the Members for the purpose of meeting all the expenses that the HOA has incurred or which the Directors reasonably anticipate the HOA will incur in the attainment of its objects or the pursuit of its business.
- 2.3.2 The Directors shall, prior to the Annual General Meeting, prepare and serve upon every Member at the address chosen by him an estimate in reasonable detail of the amount which shall be required by the HOA to meet the expenses during the following financial year, and shall specify separately such estimated deficiency, if any, as shall result from the preceding year. The Directors may include in

such estimate an amount to be held in reserve to meet anticipated expenditure not of an annual nature.

- 2.3.3 Each notice to each Member shall specify the contribution payable by that Member to such expenses and reserve fund.
- 2.3.4 Whilst the annual levy is due and payable immediately and in full on the acceptance of the annual budget by the Members at the Annual General Meeting, the Members shall be entitled to pay this levy in equal monthly installments, in advance on the first day of each and every month.
- 2.3.5 In the event of the Directors for any reason whatsoever failing to prepare and timeously serve the estimate referred to above, every Member shall, until served with such estimate, continue to pay the levy previously imposed and shall after such service pay such levy as may be specified in the notice in the manner specified in the notice referred to in clause 2.3.2.
- 2.3.6 The Directors may from time to time propose special levies to be imposed upon Members in respect of all expenses as are mentioned in clause 2.3.1 which are not included in any estimate made in terms of clause 2.3.2 and may, in imposing such levies, further determine the terms of payment thereof.
- 2.3.7 Any special levy proposed shall be payable on the passing of a resolution to that effect by the Members in a general meeting and shall be payable on the first day of the month following the passing of the resolution or any other time determined by the general meeting.
- 2.3.8 The Directors shall be empowered to determine from time to time the interest rate that shall be charged on all arrears amounts due for more than 15 days and it is recorded that compound interest may be charged on arrear amounts due. The interest rate determined by the Directors will be based on the prevailing bank prime interest rate plus 5% .
- 2.3.9 Any amount due by a Member by way of levy and interest shall be a debt due by him to the HOA. The obligation of a Member to pay a levy and interest shall cease upon his ceasing to be a Member without prejudice to the HOA's right to recover arrear levies and interest.
- 2.3.10 No levies or interest paid by a Member shall under any circumstances be repayable by the HOA upon his ceasing to be a Member.
- 2.3.11 A Member's successor in title to an Erf shall be liable as from the date upon which he becomes a Member pursuant to the transfer of that Erf , to pay the levy, arrear levy and interest attributable to that Erf.
- 2.3.12 A Member shall be liable for and pay all legal costs, including costs as between attorney and client, collection commission, expenses and charges incurred by the HOA in obtaining the recovery of arrear levies, or any other arrear amounts due and owing by such owner to the HOA.
- 2.3.13 A Member shall be liable to pay all Bank charges levied on the HOA if that Member effects payment by any means other than EFT (electronic funds transfer), stop order or debit order or any other manner that results in the HOA's bank charging bank deposit fees to the HOA.

## **2.4 Restriction on Transfer of Land**

- 2.4.1 No Erven in the Scheme shall be capable of being transferred without a certificate first being obtained from the Directors or Managing Agent of the HOA confirming that the Member (seller of the Erf) has:
  - 2.4.1.1 paid all levies and interest (and any fines and penalties that may be due) up to and including the date of registration of transfer, or that provision has been made to the satisfaction of the Directors for the payment thereof;
  - and
  - 2.4.1.2 fulfilled all other obligations of whatsoever nature in terms of this Memorandum up to and including date of registration of transfer of the property into the name of the purchaser.

## **2.5 Directors**

- 2.5.1 There shall be a Board of Directors of the HOA, which shall consist of at least 3 (three) and a maximum of 7 (seven) persons.
- 2.5.2 Only Members of the HOA may be elected as Directors. A Director, by accepting his appointment to office, shall be deemed to have agreed to be bound by all the provisions of this Memorandum .

**Article 3 - Administrative Matters Pertaining to HOA****3.1 Removal and Rotation of Directors**

- 3.1.1 Each Director shall continue to hold office from the date of his appointment until the next annual general meeting following his appointment, at which meeting each Director shall be deemed to have retired from office but will be eligible for re-election to the Board of Directors at such meeting.
- 3.1.2 A Director shall be deemed to have vacated his office upon his having become disqualified to act as a Director in terms of the provisions of the Act or in terms of clause 2.5.2 above;
- 3.1.3 In terms of section 69 of the Act a person is disqualified to be a director of a company if -
- 3.1.3.1 a court has prohibited that person to be a director, or declared the person to be delinquent in terms of section 162 of the Act, or in terms of section 47 of the Close Corporations Act, 1984 (Act No. 69 of 1984);
- or
- 3.1.3.2 subject to subsections (9) to (12) of section 69 of the Act, the person -
- 3.1.3.2.1 is an unrehabilitated insolvent;
- 3.1.3.2.2 is prohibited in terms of any public regulation to be a director of a company;
- 3.1.3.2.3 has been removed from an office of trust, on the grounds of misconduct involving dishonesty; or
- 3.1.3.2.4 has been convicted, in the Republic or elsewhere, and imprisoned without the option of a fine, or fined more than the prescribed amount, for theft, fraud, forgery, perjury or an offence -
- 3.1.3.2.4.1 involving fraud, misrepresentation or dishonesty;
- 3.1.3.2.4.2 in connection with the promotion, formation or management of a company, or in connection with any act contemplated in subsections (2) or (5) of section 89 of the Act; or
- 3.1.3.2.4.3 under the Act, the Insolvency Act, 1936 (Act No. 24 of 1936), the Close Corporations Act, 1984; the Competition Act, the Financial Intelligence Centre Act, 2001 (Act No. 38 of 2001), the Securities Services Act, 2004 (Act No. 36 of 2004), or Chapter 2 of the Prevention and Combating of Corruption Activities Act, 2004 (Act No. 12 of 2004).
- 3.1.4 Upon any vacancy occurring in the Board of Directors prior to the next annual general meeting, the vacancy in question shall be filled by a person nominated by those remaining for the time being of the Board of Directors.

**3.2 Chairperson and Vice Chairperson**

- 3.2.1 The Directors shall within 14 (fourteen) days after each annual general meeting appoint from their number a Chairperson and Vice Chairperson, should either the Chairperson or the Vice Chairperson cease to be a Director then their respective office will be vacated simultaneously with them no longer being a Director,
- 3.2.2. No one Director shall be appointed to more than one of the aforesaid offices. In the event of any vacancy occurring in either of the aforesaid offices at any time the Board of Directors shall immediately appoint one of their number as a replacement in such office.
- 3.2.3. Except as otherwise herein provided, the Chairperson shall preside at all meetings of the Board of Directors and all General Meetings of Members and, in the event of his not being present within 10 (ten) minutes of the scheduled time for the start of the meeting or in the event of his inability or unwillingness to act, the Vice Chairperson shall act in his stead, or failing the Vice Chairperson, a Chairperson appointed by the meeting.

**3.3 Directors' Expenses**

Directors shall be entitled to be repaid all reasonable and *bona fide* expenses incurred by them in the performance of their duties as Directors. Reimbursable expense limits for this purpose will be agreed upon by the Members at the Annual General Meeting. Save as aforesaid, Directors shall not be entitled to any remuneration for the performance of their duties in terms hereof unless the Members in a general meeting otherwise direct.

**3.4 Powers of Directors**

- 3.4.1 Subject to the provisions hereof the Directors shall manage and control the business and affairs of the

HOA, shall have full powers in the management and direction of such business and affairs including the right of appointment and dismissal of the Managing Agent and Estate Manger or other similar officers, to exercise all such powers of the HOA and do all such acts on behalf of the HOA as may be exercised and done by the HOA and as are not by the Act or by this Memorandum required to be exercised or done by the HOA in general meeting.

- 3.4.2 Save as specifically provided herein and subject to directions given or restrictions imposed by Members of the HOA at a general meeting, the Directors shall at all times have the right to engage on behalf of the HOA the services of accountants, auditors, attorneys, advocates, architects, engineers, a Managing Agent, an Estate Manager or any other professional firm or person or other employees whatsoever for any reasons deemed necessary by the Directors and on such terms as the Directors shall decide.
- 3.4.3 The Directors shall further have the power to:
  - 3.4.3.1 require that any works being constructed within the Scheme shall be supervised to ensure that the provisions of this Memorandum and of the rules are complied with and that all work is performed in a proper manner;
  - 3.4.3.2 issue an architectural and environmental design and maintenance manual in respect of the Scheme.
- 3.4.4 The Board of Directors shall have the right to co-opt onto any board committee any person or persons who need not necessarily be Members of the HOA.
- 3.4.5 The Directors shall be entitled to appoint committees consisting of Members and outsiders, including the Managing Agent and Estate Manger as they may deem fit and to delegate to such committees all necessary functions, powers and duties, always provided that only Members of the HOA may be appointed Chairperson to any committee. The Directors may vary or revoke such appointments and delegations as they may from time to time deem necessary.
- 3.4.6 The Directors shall appoint an architectural review committee which shall consist of:
  - 3.4.6.1 a practicing professional architect who is duly qualified to practice as such;
  - 3.4.6.2 such committee members as the Directors may determine,
- 3.4.7 Subject to 3.4.5 members of the architectural review committee shall not necessarily be required to be Members of the HOA.
- 3.4.8 All plans for buildings, outbuildings, structures, additions, alterations and all plans for all works shall be submitted by the Directors to the architectural review committee and the HOA shall not approve any plan unless such plan shall first have been approved by the architectural review committee.
- 3.4.9 The Directors in exercising their powers in terms of clause 3.4.8 shall consult the neighbours of the Member seeking plan approval.

### **3.5 Proceedings of Directors**

- 3.5.1 The Directors may meet to attend to their business, adjourn and otherwise regulate their meetings as they deem fit, subject to the provisions of this Memorandum and the Act, conducting of meetings by means of electronic media is permissible subject to the provisions of section 63 of the Act.
- 3.5.2 The quorum for the holding of any meeting of the Directors shall be 50% +1 (fifty percent plus one) of the total number of Directors. Any resolution of the Board of Directors shall be carried by a simple majority. Should there be an equality of votes for and against any resolution, the resolution shall be deemed to have been defeated.
- 3.5.3 The Directors shall cause the minutes of each meeting to be kept in accordance with Section 204 of the Act, which minutes shall be reduced to writing and signed as correct by the Chairperson at the next meeting of Directors. All minutes of Directors meetings shall, after certification, be placed in a Directors' Minute Book which shall be kept in accordance with the provisions of the law relating to keeping minutes of meetings of directors of companies. The Directors' Minute Book shall be open for inspection at all reasonable times by any Director, the Auditors, the Members and the Managing Agent.
- 3.5.4 Subject to the provisions of this Memorandum, the proceedings of any Directors meeting shall be conducted in such reasonable manner and form as the Chairperson of the meeting shall direct.
- 3.5.5 A resolution signed by all the Directors shall be valid in all respects as if it had been duly passed at a duly convened and held meeting of the Board of Directors,



**3.6 General Meetings**

- 3.6.1 The Company shall hold an annual general meeting not later than 6 (six) months after the end of each financial year of the Company.
- 3.6.2 The Directors may, whenever they deem fit, convene a general meeting and the Managing Agent shall convene a general meeting if a general meeting is requisitioned in terms of the Act. If at any time there are, within the Republic, insufficient Directors capable of acting to form a quorum, any Director or Member of the Company may convene a general meeting in the same manner, as nearly as possible, as that in which meetings may be convened by the Directors,
- 3.6.3 Subject to the provisions of the Act, general meetings shall be held at such time and place as the Directors shall determine.
- 3.6.4 The HOA is not required to hold any Members meetings other than those specifically required by this Memorandum or the Act.

**3.7 Notice of General Meeting**

- 3.7.1 Subject to the provisions of the Act an annual general meeting and a meeting called for the passing of a special resolution shall be called on not less than 21 (twenty one) days notice in writing and any other general meeting shall be called on not less than 14 (fourteen) days notice in writing, which shall be exclusive of the first and inclusive of the last day.
- 3.7.2 The notice of a meeting of the HOA shall specify -
  - 3.7.2.1 the place;
  - 3.7.2.2 the date and time of the meeting; and
  - 3.7.2.3 in the case of special business the general nature of such business;
 and shall be given in the manner hereinafter provided or in such other manner as may be prescribed by the HOA in general meeting and to such persons as are, under this Memorandum entitled to receive such notices from the HOA.
- 3.7.3. Notwithstanding the provisions of this Memorandum, but subject always to the Act:
  - 3.7.3.1 a general meeting shall, notwithstanding that it is called by shorter notice than that specified in this Memorandum, be deemed to have been duly called if it is so agreed by a majority in number of the Members having a right to attend and vote at the meeting, who hold not less than 75% (seventy five percent) of the total voting rights of all the Members:
  - 3.7.3.2 a general meeting shall be entitled to deal with special business, the general nature of which has not been notified, if it is so agreed by a majority of the Members present having a right to attend and vote at the meeting, who between them hold not less than 50% (fifty percent) of the total voting rights of the Members.

**3.8 Agenda**

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

- 3.8.1 the consideration of the Chairperson's report;
- 3.8.2 the election of Directors and the setting of the number of Directors, which shall not be more than 7 (seven) or less than 3 (three);
- 3.8.3 the consideration of any other matters raised at the meeting, including any resolutions proposed for adoption by such meeting and the voting upon any such resolutions;
- 3.8.4 the consideration of the accounts of the HOA for the preceding financial year;
- 3.8.5 the consideration of the report of the Auditors and the determination of remuneration for the Auditors.
- 3.8.6 the consideration and approval of the estimate of income expenditure of the HOA for the ensuing year.
- 3.8.7 the consideration and approval of the levies and any proposed special levy.

**3.9 Proceedings at General Meetings**

- 3.9.1 The annual general meeting shall deal with and dispose of all matters prescribed by the Act, including the consideration of the annual financial statements, the election of Directors and the appointment of an Auditor and the determination of the remuneration of the Auditor, and may deal with any other business laid before it and of which notice has been duly given in terms of this Memorandum or in respect of which notice has been waived.
- 3.9.2 Where a company or other juristic body is a Member of the Company it may, in the appropriate manner, nominate in writing any person it deems fit to act as its authorised representative at any general meeting and such authorised representative shall be entitled to exercise the same rights and powers which that company or the juristic body would have had at that meeting if it were a natural person and present in person or by proxy.
- 3.9.3 Business may be transacted at a general meeting only while a quorum of Members is present.
- 3.10 Quorum for Members Meetings**
- No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds. The quorum requirement for a Members meeting to begin, or for a matter to be considered is, subject to at least 10 (ten) Members being present in person, 20% (twenty percent) of all Members, present in person or by proxy or by representative recognised in law as set out in section 64 (1) of the Act, without variation. If within an hour after the time appointed for the general meeting a quorum is not present, the general meeting, if convened upon requisition of the Members, shall be dissolved. In any other case (*inter alia* convened by the Directors) the general meeting shall stand adjourned to the same day in the next week at the same time and place, or if that day is not a business day to the next succeeding business day, and if at such adjourned general meeting a quorum is not present within half an hour after the time appointed for the meeting, the Members present in person or represented by proxy shall by default and automatically constitute a quorum for conducting the business as set out on the agenda.
- 3.11 Chairperson for General Meetings**
- 3.11.1 The Chairperson of the Board of Directors shall preside as Chairperson at every general meeting of the HOA.
- 3.11.2 If there is no such Chairperson or if at any general meeting he is not present within 15 (fifteen) minutes after the time appointed for the holding of the meeting or if he is unwilling to act as Chairperson, the Directors shall choose another Director to act as Chairperson and, failing any Director present and willing to act, the Members present shall elect a Member to be the Chairperson of the meeting.
- 3.11.3 The Chairperson of a general meeting at which a quorum is present may (and shall if so directed by the meeting) adjourn the meeting to a different time or place but no business shall be transacted at any adjourned meeting other than business left unfinished at the meeting at which the adjournment took place. Subject to the Act, when a meeting is adjourned it shall not be necessary to give notice thereof.
- 3.11.4 No resolution at a general meeting will require a seconder,
- 3.12 Voting**
- 3.12.1 At every general meeting, whether on a show of hands or on a poll, every Member present in person or represented by proxy, and if a Member is a juristic body, its representative, shall have 1 (one) vote. A Member carrying a proxy shall have a vote in respect of each proxy held by him in addition to the vote he may have as a Member.
- 3.12.2 If an Erf or a portion of an Erf in the Scheme is registered in the name of more than one person, then all such co-owners shall jointly have one vote only.
- 3.12.3 Subject to the provisions of this Memorandum, no person other than a duly registered Member who has paid every levy and other sum, if any, which is due and payable to the HOA in respect of or arising out of his membership, shall be entitled to vote on any question, either personally or by proxy, at any general meeting.
- 3.12.4 At any general meeting a resolution put to the vote shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by any person entitled to vote at the meeting. No poll shall, however, be demanded on the election of the Chairperson of the meeting or on any question of adjournment. Unless a poll is demanded, a declaration by the Chairperson of the meeting that a resolution has, on a show of hands, been carried or carried

unanimously or by a particular majority or negatived and on entry to that effect in the minute book contemplated in clause 3.14.1 below shall be conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against such resolution,

- 3.12.5 If a poll is demanded;
- 3.12.5.1 the poll shall be taken in such manner and at such time as the Chairperson of the meeting shall direct;
- 3.12.5.2 the Chairperson of the meeting shall be entitled to appoint scrutineers;
- 3.12.5.3 no notice of a poll other than an announcement at the meeting at which it is demanded shall be required;
- 3.12.5.4 the demand for a poll shall not prevent the continuation of the meeting for the transaction of any business other than the question on which the poll has been demanded;
- 3.12.5.5 a demand for a poll may be withdrawn;
- 3.12.5.6 the result of a poll shall be deemed to be the resolution of the meeting on any question on which the poll is taken,
- 3.12.6. In the case of an equality of votes, whether on a show of hands or a poll, the Chairperson of the general meeting of Members at which the show of hands takes place or at which the poll is taken shall not be entitled to a second or casting vote.
- 3.12.7. Any objection to the admissibility of a vote on a show of hands or on a poll shall be raised at the general meeting at which that show of hands or poll is to take place or takes place. That objection shall be determined by the Chairperson of that general meeting and his decision thereon shall be final and binding. Accordingly, any vote not disallowed at that meeting shall be valid for all purposes.
- 3.12.8. A resolution shall not be invalid because a vote which should not have been included has been taken into account unless, in the opinion of the Chairperson of that meeting (whose decisions thereon shall be final and binding), the exclusion of that vote would have altered the result of the voting on that resolution. Conversely a resolution shall not be invalid because a vote which should have been included has not been taken into account unless, in the opinion of the Chairperson of that meeting (whose decisions thereon shall be final and binding), the inclusion of that vote would have altered the result of the voting on that resolution.

### **3.13 Members Resolution**

- 3.13.1 For an ordinary resolution to be adopted at a Members meeting, it must be supported by at least 50% (fifty percent) of the Members who voted on the resolution, as provided in section 65 (7) of the Act,
- 3.13.2 For a special resolution to be adopted at a Members meeting, it must be supported by at least 75 % (seventy five percent) of the Members who voted on the resolution, as provided in section 65 (7) of the Act.
- 3.13.3 A resolution in writing signed by the required number of Members entitled to receive notice and attend and vote at a general meeting, and inserted in the minute book kept in terms of clause 3.14 (minutes, inspection and accounts) shall be as valid and effective as if it had been passed at a general meeting duly called and constituted.

### **3.14 Minutes, Inspection and Accounts**

- 3.14.1 The Directors shall cause a record to be made of all resolutions of the Company in general meeting in a book provided for that purpose.
- 3.14.2 The minutes kept in terms of clause 3.14.1 above (or any extract thereof) which purports to be signed by the Chairperson of the Board of Directors or by any Director shall be *prima facie* evidence of the matters therein stated.
- 3.14.3 The minute book shall be open for inspection and may be copied as provided in the Act.
- 3.14.4 The accounts and books of the HOA shall be open for inspection by the Members at all reasonable times during business hours.

### **3.15 Proxies**

- 3.15.1 A Member entitled to vote at a general meeting shall be entitled to appoint one person or more than one person in the alternative to each other as his proxy/ies to attend, speak and vote at a general

meeting on his behalf,

- 3.15.2 A proxy need not be a Member of the Company.
- 3.15.3 The instrument appointing a proxy shall be in writing under the hand of the Member or, if the Member is a juristic body, under the hand of the authorised representative. A proxy need not be witnessed. Whether he is himself a Member or not, the holder of a general or special power of attorney given by a Member shall, if duly authorised under that power to attend and take part in meetings and proceedings of the HOA or companies generally, be entitled to attend general meetings and to vote thereat.
- 3.15.4. A proxy form may be issued at the HOA's expense only if it is sent to all Members who are entitled to attend and vote at the general meeting to which the proxy form relates,
- 3.15.5 The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed, (or a notarially certified copy of such power or authority) shall be deposited at the office of the appointed Managing Agent or the registered office of the HOA not less than 48 (forty eight) hours (or at such other place and such lesser period as the Directors may determine in relation to any particular meeting) before the time for the holding of the meeting which the person named in the instrument proposes to speak and vote, A form of power of attorney or proxy shall be invalid if this clause is not complied with.
- 3.15.6 Except insofar as the form appointing a proxy indicates otherwise, the appointment of a proxy shall be deemed to include the right to demand or join in demanding a poll and (except to the extent to which the proxy is specially directed to vote for or against or to abstain from voting on any proposal or resolution), the power generally to act for the Member giving that proxy at the general meeting in question as the proxy may deem fit. Unless the contrary is stated therein, the form appointing a proxy shall be valid for each adjournment of the general meeting to which it relates.
- 3.15.7 No instrument appointing a proxy shall be valid after the expiration of 6 (six) months from the date on which it were signed unless specifically stated to the contrary in the instrument of proxy itself.
- 3.15.8 The instrument appointing a proxy may be in any usual or common form approved by the Directors but shall be so worded that the holder thereof may vote for or against or abstain from voting on any one or more issues to be voted.
- 3.15.9 A vote cast in accordance with the terms of a proxy by the proxy holder shall be valid notwithstanding the prior death of the principal or revocation of the proxy, provided that no intimation or notice of the death of the principal or revocation of the proxy by the proxy holder is received by the Directors of the HOA or the proxy holder at any time prior to the vote being taken in respect of which the proxy exercises such vote.

### **3.16 Members' Right to Requisition a Meeting**

The right of Members entitled to vote to requisition a meeting, as set out in section 61(3) of the Act, may be exercised by at least 10% (ten percent) of the voting Members lodging such requisition with the Managing Agent or Directors in writing, at least 30 (thirty) days prior to the proposed date, as provided for in the said section.

### **3.17 Location of Members**

Members' meetings shall be held within the magisterial district in which the HOA is situated unless it is determined otherwise by the Directors and notice of the address at which the meeting is to be held, which address falls outside the magisterial district in which the scheme is situated, is clearly stipulated in the notice calling the meeting, subject to the proviso that: if 10 (ten) percent of Members to whom the notice convening the meeting is sent, in writing object to the address at which the meeting is to be held at least 7 (seven) days before the meeting, the Directors shall have no alternative but to re-schedule the meeting to take place at an address within five kilometres of the Estate.

### **3.18 Indemnification of Directors**

- 3.18.1 The authority of the HOA's Board of Directors to indemnify a Director in respect of the defence of legal proceedings, as set out in section 78 (3) of the Act is limited, restricted or extended to the extent set out in Part F of Schedule 2 of the Act.
- 3.18.2 The authority of the HOA to purchase insurance to protect the HOA is not limited or restricted by this Memorandum.

### **3.19 Officers and Committees**

- 3.19.1 The Directors may appoint any officers it considers necessary to better achieve the objects of the HOA.
- 3.19.2 The authority of the HOA to appoint committees of Directors, and to delegate to any such committee any of the authority of the HOA 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,

**3.20 Duty to Keep Register of Members**

- 3.20.1 The Directors shall keep a register of Members in electronic form at containing, if available, at least the following details:
- Members full names and Identity Document Numbers
  - Erf number
  - Residential and postal addresses
  - Mobile telephone number, Office telephone number, Home telephone number
  - Email address
- 3.20.2 It shall be the duty of each Member to inform the Directors of the HOA or the appointed Managing Agent of any change of address or other detail.

**Article 4 - Rules Pertaining to the HOA**

**4.1 Members May Make, Amend or Repeal Rules**

The Members in a general meeting shall make, amend, substitute or repeal Rules for the HOA. In the event of any amendments to the Rules, the Directors shall expedite the amendment process by publishing a copy of the amendments to the Rules in a notice posted or delivered to the Members *domicilium*, as established in terms of clause 2.1.4 of this Memorandum, setting out, in addition, the proposed date from which the Amending Rules shall take effect.

- 4.1.1 Any revisions to the rules shall only be effective after Members in a general meeting have adopted such amendments.

**4.2 Environmental Management of Scheme / Estate**

**4.2.1 Refuse**

- 4.2.1.1 All domestic refuse shall be put in plastic refuse bags and kept in a refuse bin placed in a suitable area within a property and screened from public or neighbor's view. On prescribed days the bins must be placed by the resident on the streetscape outside the residence ready for collection by the municipality. Bins may not be placed on the streetscape on any other day. Garden refuse disposal remains the responsibility of the Member and may not be dumped on streetscapes, common areas on any Erf within the Estate. Where refuse is of such a size or nature that it cannot be removed by the normal service, the Member shall make special arrangements with the municipality or a private contractor, and all costs shall be for the Member's account.

- 4.2.1.2 The disposal of any domestic animal carcass shall be the responsibility of the Member through private arrangements with the municipality or private contractor, and the costs thereof shall be for the Members account.

**4.2.2 Litter**

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

**4.2.3 Pests and Verm in**

- 4.2.3.1 Each Member shall keep his property free of vermin, including rats, and such other pests deemed to be so by the Directors of the HOA.

- 4.2.3.2 The Directors reserve to the HOA or its nominee the right of entry upon an Erf should a Member fail, upon written demand having been made to take steps to clear his property of vermin / pests and he fails to do so within 14 (fourteen days) of such written demand being made upon him to do so, the

Directors reserve the right to appoint a professional contractor to do so on the owners behalf, as well as to remove the cause of the vermin being on the Erf and charge all costs relating thereto to the Members by debiting his levy account and collecting the amount so charged in the normal manner, such amount being deemed as levies due to the HOA.

#### 4.2.4 Building Rubble

While building of any description the Member shall ensure that adequate provision is made for the disposal and removal of all building rubble and refuse, which shall not be placed or stored anywhere other than on the Members Erf for immediate removal.

#### 4.2.5 Flora and Fauna

4.2.5.1 Flora shall not be damaged or removed from any streetscape or common area;

4.2.5.2 Fauna (animals and birds) of any nature shall not be chased or trapped on any streetscape or common area, be it by people or dogs or any other means whatsoever except as provided for in clause 4.2.3.

4.2.5.3 No trees on streetscapes or common area shall be removed without the prior written consent of the Directors.

4.2.5.4 Declared poisonous flora or alien invader plants must be removed from Erven, streetscapes or common area.

4.2.5.5 The planting of indigenous flora is encouraged.

#### 4.2.6. Swimming Pools, Water Features and Ponds

4.2.6.1. Members who have swimming pools on their Erf shall ensure that national and municipal Statutes are fully complied with in respect of safety measures with regard to the enclosure of such swimming pools.

4.2.6.2. Swimming pool, water feature and pond water shall not be emptied onto the streetscapes or common areas or into the storm water system but must be channeled into the sewerage system as required by Municipal Regulations.

4.2.6.3 All swimming pools, water features and ponds shall be built within the boundary walls of an Erf and shall have suitable barriers and/or safety precautions to prevent possible drowning or injury.

### 4.3 Responsibility for Maintenance of the Streetscape

4.3.1 Each Member shall be responsible for the maintenance of the area between the road curb and the boundary of his property, referred to as the streetscape which shall include maintaining trees, plants and shrubs planted on the streetscape by the Member or the HOA.

4.3.2 The streetscapes, garden/walls, buildings or outbuildings or the side of buildings forming part of the streetscape shall be maintained and painted where necessary to the reasonable satisfaction of the Directors failing which the Directors shall be entitled to place the Member on terms and provide him with a period of 7 (seven) days in which to rectify the situation. Should the Member fail to take the requisite remedial steps within the specified time the Member shall be in breach and the Directors shall be entitled, notwithstanding any other remedy that may be available to the HOA to take the necessary steps and debit the Members levy account for the cost thereof,

4.3.3 Members shall ensure that presentable curtains/blinds are hung on windows so that, when viewed from the outside, are not an eyesore.

4.3.4 No Member shall do anything that detrimentally affects the amenities of the Estate or interferes with the use and enjoyment of the Estate and more particularly that interferes with easy access of emergency vehicles and access to fire hydrants.

4.3.5 Each Member is required to keep his Erf boundary walls and buildings clean, neat and in a good state of repair. Should an Erf or improvements thereon become unsightly, the Directors shall call upon such Member to rectify the situation, detailing what remedies are required and giving the Member a reasonable period for commencement and completion. If the Member fails to comply with the Directors requirements within the stipulated times, the Member shall be in breach and the Directors shall be entitled, notwithstanding any other remedy that may be available to the HOA, to enter upon the Erf or cause other persons on their instructions to enter upon the Erf, in order to take the necessary steps to clean or repair the Erf and charge the owner of the Erf by debiting his levy account for the cost thereof.

- 4.3.6 Any unsightly objects, which shall include caravans, trailers, boats, jetskis, quad bikes, motorbikes, tool sheds, equipment, tools, engine and vehicle parts, as well as accommodation for pets, shall be placed out of view of the common area and screened from neighbouring properties or placed in purpose built structures which have been approved by both the HOA as well as the Municipality. None of the aforementioned vehicles shall be left overnight on the street, streetscape, or vacant stands.
- 4.3.7 Building materials shall not be dumped or stored on the streetscape or other Erven in any circumstances whatsoever.
- 4.3.8 Planting and/or landscaping shall not interfere with pedestrian traffic or obscure the vision of motorists in any way.
- 4.3.9 Kerbsides, pavements and front gardens all forming part of the streetscape shall not be used as a storage facility for gardening, building and waste materials.
- 4.3.10 No garments, carpets, bedding, household linen or washing of any nature shall be hung out or placed anywhere to dry except in an area designed for such purpose. Washing lines and washing must be below the level of the yard walls and not be visible from the street. The aforesaid is also deemed to constitute a nuisance.
- 4.3.11 Garage Doors are not to be left open unless the Member or members of his family or employees are in attendance.
- 4.4 Undeveloped Erven, Additions and Alterations**
- 4.4.1 Each vacant Erf shall be cleaned on a regular basis to the satisfaction of the Directors and if not maintained the Directors shall have the right to enter onto and clean the Erf at the Member's expense and debit such cost to the Member's levy account. Members are further referred to the municipal bylaws relating hereto.
- 4.4.2 A Member shall not construct any building or make any alteration to his buildings whatsoever (including major garden structures, covered patios, carports, flat roofing, awnings, lapas, and pools) without the prior written consent of the Directors and the approval of the Municipality.
- 4.4.3 All proposed plans in respect of building, construction and alteration must be approved in writing by the Directors, following consultation with the neighbouring Members prior to the commencement of such work.
- 4.4.4 The Directors shall be entitled, at their sole discretion, to refuse their consent to approve any plan for building or construction/alteration work in respect of an Erf as long as the Member in question is in breach of any provision of this Memorandum ,
- 4.4.5 No development of an Erf by way of building, construction or alteration may commence or proceed whilst levies in respect of that Erf are in arrears.
- 4.4.6 All building work must be carried out during the stipulated normal working hours and not on Sundays or public holidays.
- 4.5 Building Construction and Alterations**
- 4.5.1 A Member shall not construct any building or make any alterations to his building which will prejudice the harmonious appearance of the buildings on the Estate.
- 4.5.2 Where the Directors approve applications from Members in regard to any building construction or alteration plans, the Member acknowledges that;
- 4.5.2.1 he accepts all legal and other liabilities and consequences thereof;
- 4.5.2.2 he shall obtain all required statutory approvals prior to the commencement of the building construction or alteration (e.g. municipal approval for building plans);
- 4.5.2.3 approval by the Directors is in respect of the proposed design only, and not of construction, stability, durability or suitability for purpose.
- 4.6 Estate Agents and Letting Agents**
- 4.6.1. No "For Sale" or "To Let" or "Sold" signs shall be displayed outside the Estate.
- 4.6.2 Only one "For Sale" or "To Let" or "Sold" sign shall be displayed within the boundaries of an Erf that is for sale or lease.

- 4.6.3 Additional signs shall be removed and disposed of by the HOA.
- 4.6.4 The aforesaid sign must be placed within the building that is offered for lease or sale and is restricted to a size of 500 mm x 500 mm.
- 4.6.5 Members shall ensure that their agents operate on a "by appointment" basis and prospective buyers or tenants visiting the Erf shall at all times be accompanied by the agent or an employee of the agent whilst within the boundaries of the Estate.
- 4.6.6 A Member shall be permitted to hold show houses on Sundays from 14h00 to 17h00 with the prior approval of the HOA.
- 4.6.7 Members shall ensure that their agents do not erect any "for sale" or "show house" or "sold" boards or any other signage boards whatsoever except as set out in these Rules: The following signage is permitted for Show houses:
- One "On Show" sign with Local Authority permit affixed displayed on the verge of the Estate during the period up to 24 (twenty four) hours before the Show house until 17h00 on the day of the show house.
  - One "On Show" sign displayed at the Erf during the period up to 24 hours before the Show house until 17h00 on the day of the Show house; and
  - One advertising banner and strings of advertising bunting and directional signs displayed from no earlier than 08h00 until 17h00 on the day of a Show house at the unit in question.
- 4.6.8 Members shall ensure that their agent provides all potential buyers or lessees with copies of this Memorandum and current levy statement in respect of the unit prior to permitting such person to sign an agreement or make an offer to purchase or lease the property. Copies may be obtained at a cost to the Members from the HOA.
- 4.7 Letting and Re-selling of Property within the Estate**
- 4.7.1 Where a Member intends to enter into a lease agreement, the Member is obliged to provide to the lessee a copy of this Memorandum and any other relevant documents applicable to occupancy of the Erf.
- 4.7.2 The Member shall give the HOA 10 (ten) days notice that his Erf will be let, giving details of the lessee and the dates of occupancy of the Erf.
- 4.7.3 The Member shall provide to the HOA a declaration signed by the lessee and witnessed with the wording
- "The LESSEE [name and ID Number] acknowledges that upon occupation of [the ERF number], that he/she is fully bound and warrants his/her compliance without reservation with the Memorandum of the Bassonia Rock Homeowners Association and any/all other Rules or Directives applicable to the Estate."
- 4.8 Use of Buildings and Erven**
- 4.8.1 The Estate is zoned for residential use only and no business, communes or subletting are allowed, *inter alia* those which may compromise security and those creating a noise or nuisance such as unsightliness, use of industrial machinery, power tools, chemicals, industrial activity of any kind, mechanical repairs, motor rental. Departure from the above will be allowed in exceptional circumstances only, after due consultation with the HOA.
- 4.8.2 Each Member shall take all reasonable measures to preserve the residential quality of the Estate and warrants that he shall make no application to municipal or other authorities for business rights of whatsoever nature in respect of any Erf in the Estate.
- 4.8.3 No Erf shall be used for any purpose other than a single family residential property.
- 4.8.4 No Erf or part thereof shall be used for storage of materials and/or the performance of activities that are not associated with or compatible with residential usage or which could present a danger or risk to the health or safety of any resident of the Estate.
- 4.8.5 The facilities on Erven in the Estate shall be used only for purposes that are the same or reasonably similar to the purposes for which they have been designed. For example, garages may be used only for the parking of vehicles and patios may not be used for storage.



**4.9 Common Areas**

- 4.9.1 The HOA shall maintain the common property in the Estate.
- 4.9.2 No resident shall damage any part of the common property.
- 4.9.3 The Directors shall be entitled to issue directives from time to time in respect of the common property including directives in respect of the roadway, the gatehouse, park, security and response systems, electronic fence, fences, lighting, water features, borehole irrigation, maintenance, drainage, storm water, perimeter walls and utilities, including the siting of security cameras and more specifically access to the boundary fence, erection, maintenance and control of the electric fence, including keeping it free from obstructions and allowing the use of cameras.

**4.10 Security****4.10.1 General/Access Control**

- 4.10.1.1 Security protocols and procedures must be adhered to at all times as prescribed by the Directors and issued as directives from time to time.
- 4.10.1.2 The security centre at the gate house must be advised in advance of the pending arrival of visitors where possible, with vehicle registration numbers and Erf numbers to be provided.
- 4.10.1.3 All visitors' vehicles entering the Estate shall stop at the vehicular entrance to the Estate. The security staff at the gate shall telephone the destination point for instructions. Entry will be refused if the above process cannot be concluded satisfactorily.
- 4.10.1.4 No hooting is permitted at the Guardhouse.
- 4.10.1.5 No Member shall permit the use of gate-opening devices by any person save a member of his household, overnight guests or lessee.
- 4.10.1.6 Members and residents shall have due regard for the security of the Estate and shall not open the gates for unauthorised persons.
- 4.10.1.7 Main gate remote controls are to remain under the control of the Member. The HOA must be advised immediately in the event of a gate-opening device being lost or stolen in order that the control codes can be de-activated.
- 4.10.1.8 The security staff shall be permitted to allow access to the following vehicles and/or persons without referring to a resident.
- Public service vehicles including ambulances, police cars and fire engines; and
  - Properly-identified municipal employees, and
  - Telecommunications Personnel.
- 4.10.1.9 Security staff shall have the right to reserve admission to any person who is not a Member or Tenant.
- 4.10.1.10 The HOA shall at all times have access to the perimeter fence through all the stands that adjoin the perimeter of the Estate to attend to the security of the Estate by the erection, maintenance and repair of such necessary walls, the perimeter fence, electric fence and cameras and such Members shall be obliged to allow the workmen, contractors and HOA staff onto their property.
- 4.10.1.11 The Member of any stand that adjoins the perimeter wall/fence of the Estate shall at all times keep the perimeter free from plant growth, fencing or anything whatsoever that may affect the good working of any security, electric fence or cameras. In the event of such Member failing to do so the HOA reserves the right to enter upon his property to do so at the cost of the said Member.
- 4.10.1.12 A Member's access remote control may be de-activated for as long as the Member is in breach of any of the provisions of this Memorandum and such Member shall be obliged to complete entry documents.
- 4.10.1.13 Parking on the Erf at the Guard House is reserved for security, Estate Manager or persons approved by the HOA.
- 4.10.2 Staff Access Control
- 4.10.2.1 The HOA shall be entitled to require that details (including ID numbers) of domestic staff of residents be supplied to it and shall furthermore be entitled to put into place such procedures as may be applicable for the control of access to the Estate by domestic staff.

4.10.2.2 Residents' domestic staff shall adhere to the Estate's access control procedures.

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

#### **4.11 Safety**

4.11.1 No person shall discharge a firearm, air rifle, bow, paint ball gun or any similar weapon anywhere on the Estate except in self-defence.

4.11.2 No explosives, crackers, fireworks or items of similar nature may at any time be exploded, lit or operated in any part of the Estate except in circumstances relating to cultural and religious celebrations as defined in the Municipal by-laws which may be updated from time to time. Municipal by-laws stipulate that, when permissible, fireworks are only allowed to be set off from 19h00 to 22h00. The exception to this being on New Year's eve when fireworks are only allowed between the hours of 23h00 on New Year's eve and 01h00 on New Year's day.

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

4.11.4 A Member shall not do or allow to be done any dangerous act on his Erf or otherwise within the Estate.

4.11.5 No unauthorized persons are allowed onto building sites, which are under construction, The Member is obliged to implement measures to prevent accidental access and also to provide suitable warning signage.

4.11.6 Members shall ensure that their children and the children of members of their households, domestic employees, visitors, lessees and guests;

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

4.11.6.2 do not pose a safety threat to themselves or to any other person in the Estate.

#### **4.12 Domestic Staff**

4.12.1 A Resident shall ensure that domestic staff:

- do not host overnight guests on a regular basis.
- do not loiter or congregate outside Erven or on common property, including the Gatehouse.
- do not make undue noise.

4.12.2 The activities of domestic staff shall be kept at a level that does not disturb the owners of adjoining properties.

#### **4.13 Good Neighbourliness**

4.13.1 Members or lessees and their guests or family shall not cause a nuisance to others, particularly in the playing of sound systems, musical instruments, televisions, and so on. The Noise Control Regulations in terms of the Environment Control Act of 1989 or any other applicable Law or Bylaw shall apply to the Estate.

4.13.2 Vehicles, but particularly motorcycles, must have efficient silencer systems and quad bikes and other unlicensed vehicles may not be driven in the Estate.

4.13.3 The mowing and/or edging of lawns, the use of leaf blowers, or the operation of any other noisy machinery including power tools, which may disturb neighbours, is only permitted between;

- 08h00 to 18h00 on weekdays.
- 09h00 to 13h00 on Saturdays, Sundays and public holidays.

any departure from the above will be allowed in exceptional circumstances only and with the prior approval of the HOA.

4.13.4 No hobby or other activity shall be conducted if it causes a nuisance or undue noise.

4.13.5 Members or lessees and their guests or families shall make all reasonable endeavours to ensure that

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there is no noise of a disturbing nature between the hours of 22h00 and 08h00.

- 4.13.6 Larger social functions including braais and parties must be conducted with consideration for neighbours. A nuisance is created if any neighbour's concerns are not met, or if music, noise or merrymaking can be heard outside the boundaries of the applicable Erf between;
- Midnight on a Saturday and 12h00 on a Sunday.
  - Midnight on the day before a public holiday and 12h00 on the public holiday.
  - 20h00 on a Sunday and 08h00 on a Monday, or
  - 22h00 and 08h00 on any other day.
- 4.13.7 A Member on whose Erf a larger social function or any other social occasion is held, is deemed fully accountable for the behaviour of, and nuisance caused by his guests whilst within the Estate including any fines or penalties levied.
- 4.13.8 Very large social functions that may cause disruption to security, parking and unacceptable levels of noise requires that the HOA is notified at least 14 (fourteen) days before the event in order to arrange additional security patrolmen if deemed necessary.
- 4.13.9 If, based on written representation from other Members in the Estate, the frequency of social occasions at an Erf creates a nuisance to the Estate, the HOA shall consult with the Member in question in an attempt to resolve the matter. Failing the Member to participate in the consultation process or to comply with any mutual resolution attained to alleviate the problem, the HOA will have no option but to resort to appropriate measures to remedy the matter.

#### **4.14. Pets**

- 4.14.1 The Municipality bylaws relating to the keeping of pets apply to the Estate and will be strictly enforced.
- 4.14.2 No poultry, pigeons, aviaries, apiaries, livestock, wild animals of any nature, snakes or pigs shall be kept on the Estate. No pest-like or dangerous breeds of pets may be kept, including rats, insects or poisonous reptiles.
- 4.14.3 All pets shall wear a collar with a tag indicating the name, telephone number and address of the owner of the pet. Pets found without the aforesaid identification will be deemed to be strays and will be apprehended and taken to the SPCA.
- 4.14.4 Where dogs are kept there must be a suitable enclosure to prevent the dogs from straying off the Members Erf.
- 4.14.5 Should any domestic animal prove to be a continual nuisance to other Members of the Estate including periods of continuous or intermittent barking, the HOA shall call on the Member concerned to address the matter. Should the disturbance not be adequately addressed by the Member, the HOA will have no option but to impose a fine in accordance with the schedule of fines published from time to time.
- 4.14.6 No animal shall be allowed off the Members Erf unless it is under the strict control of a responsible person.
- 4.14.7 In the event of any excrement being deposited by the pet on the streetscape or common area or other Erf, the responsible person referred to in clause 4.14.6 above shall immediately remove the excrement and dispose of it.
- 4.14.8 If a dog fouls or digs holes on any part of the Estate the dog's owner / Erf Member shall immediately remove the mess and / or repair the holes as the case may be.

#### **4.15 Slaughtering of Animals**

##### **4.15.1 Slaughtering**

Relevant Municipal by-laws must be adhered to if any animal is to be slaughtered for cultural or religious purposes within the Estate, always provided that such slaughter shall not affect the neighbours. The by-laws stipulate that the Municipality must be notified, in writing, at least 14 (fourteen) days prior to the event and that the animal is slaughtered in a position where slaughtering cannot be observed by any person on neighbouring premises or by any member of the public.

4.15.2 Curing of meat

No meat, skin, fish or carcass may be hung up to dry or cure within the Estate.

**4.16 Driving and Vehicles**

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

4.16.2 All persons driving on the Estate shall observe and comply with the provisions of any road traffic legislation fully and effectively as the Estate's roads are public roads as defined in relevant legislation.

4.16.3 The speed limit on the Estate's roads shall be 25 (twenty five) km per hour.

4.16.4 Hooting at the entrance, exit or anywhere within the Estate is strictly prohibited, except as a warning of imminent danger.

4.16.5 Drivers must always be on the lookout for pedestrians crossing the road within the Estate.

4.16.6 Motorised vehicles with noisy exhaust systems, including scramblers and quad bikes shall not be driven in the Estate.

4.16.7 No person shall leave any caravan, boat, or trailer overnight on the street or on vacant stands.

4.16.8 No vehicle shall at any time block the thoroughfare of other vehicles in the Estate.

4.16.9 The HOA may cause any vehicle parked in contravention of these Rules to be clamped or towed away at the risk and expense of the Member responsible for such vehicle.

4.16.10 The HOA may restrict access to the Estate of Heavy Vehicles, Buses, Taxies, Horse and Trailer or Trailers as defined by them from time to time, in order to avoid damage to the roads or traffic congestion within the Estate and may impose conditions or special levies or fines in regard thereto.

**4.17 Settlement of Disputes - Mediation**

4.17.1 Should any disputes or differences whatsoever arise at any time between the Members, or between the Members and the HOA, then either party:

4.17.1.1 may declare a dispute by delivering the details thereof to the other party, and

4.17.1.2 request that such dispute be referred by the parties, without legal representation by mutual agreement, to mediation by a single mediator at a place and time to be determined by him.

4.17.2 If, within 30 (thirty) days of the delivery of the declaration of a dispute, the parties have not agreed to accept mediation then the dispute shall be determined by arbitration as hereinafter prescribed.

4.17.3 If the parties agree to mediation then the mediator shall be selected by agreement between the parties or, failing such agreement, nominated on the application of either party by the Chairperson for the time being of the Association of Arbitrators (Southern Africa) or his nominee.

4.17.4 The mediator shall, at his entire discretion, determine whether the reference to him shall be made in the form of written and/or oral representations providing that, in making this determination, he shall consult the disputing parties and be guided by their desires of the form in which the said representations are to be made.

4.17.5 The mediator shall, within a reasonable period thereafter, express in writing an opinion on the matter and shall include therein his detailed reasons leading to the opinion.

4.17.6 The mediator shall deliver a copy of his opinion to each party.

4.17.7 The opinion so expressed by the mediator shall be final and binding on the parties unless either party within 30 (thirty) days of the delivery of the opinion, notifies the other party of its unwillingness to accept the said opinion.

4.17.8 The costs of mediation shall be determined by the mediator and shall comprise:

4.17.8.1 the mediator's expenses; and

4.17.8.2 a fee which shall have been previously agreed by the parties.

4.17.9 The said costs shall be borne equally by the two parties and shall be due and payable to the mediator on presentation to them of his written account.

- 4.17.10 Each party shall bear the costs of any legal advice it may have obtained in connection with the mediation.
- 4.17.11 The expressed opinion of the mediator shall not prejudice the rights of the parties in any manner whatsoever in the event of their proceeding to arbitration.
- 4.17.12 Any decision given by any representative of the parties in accordance with any provision of this agreement prior to or during the mediation shall not disqualify him from being called as a witness and giving evidence before the Arbitrator on any matter whatsoever relevant to the dispute or difference so referred to the Arbitrator as herein provided.

**4.18 Arbitration**

- 4.18.1 If either party to this agreement be unwilling to accept mediation or be unwilling to accept the opinion expressed by the mediator then either party may, by written notice delivered to the other, within 30 (thirty) days of the declaration of the dispute if there be no mediation or within 30 (thirty) days of the issue of the mediator's opinion if mediation takes place, require that the dispute be referred to arbitration.
- 4.18.2 Such arbitration shall be by a single Arbitrator who shall be:
  - 4.18.2.1 selected by agreement between the parties or, failing such agreement.
  - 4.18.2.2 nominated on the application of either party by the Chairperson for the time being of the Association of Arbitrators.
- 4.18.3 The Arbitrator shall have power to open up, review and revise any certificate, opinion, decision, requisition or notice relating to all matters in dispute submitted to him and to determine all such matters in the same manner as if no such certificate, opinion, decision, requisition or notice had been issued.
- 4.18.4 Upon every or any such reference, the costs of and incidental to the reference and award shall be in the discretion of the Arbitrator, who may determine the amount thereof, or direct same to be taxed as between Attorney and client or as between party and party and shall direct by whom and to whom and in what manner the same shall be borne and paid.
- 4.18.5 The award of the Arbitrator shall be final and binding on the parties hereto.
- 4.18.6 In all respects the arbitration shall be conducted in accordance with the Rules for the Conduct of Arbitrators published by the Association of Arbitrators and current at the date the Arbitrator is appointed or nominated.
- 4.18.7 The arbitration clause contained herein does not preclude the owners from approaching a Court for relief. The Directors may in the name of the Association enforce the provisions of any Rules by civil application or action in a Court of competent jurisdiction and for this purpose may appoint such Attorneys and Counsel as they deem fit.
- 4.18.8 In the event of the Directors instituting any legal proceedings against any Member or resident within the Estate for the enforcement of any of the rights of the HOA in terms hereof, the HOA shall be entitled to recover all legal costs so incurred from the Member or resident concerned, calculated as between Attorney and client.
- 4.18.9 In the event of any breach of the Memorandum by the members of any Member's household or his guests or lessees, such breach shall be deemed to have been committed by the Member himself, but without prejudice to the foregoing, the Directors may take or cause to be taken such steps against the person actually committing the breach as they in their discretion may deem fit.

**4.19 The Imposition of Fines**

- 4.19.1 The Directors acting on behalf of the HOA shall have the express right to fine a Member (who will then have to collect the fine from the lessee of his Erf or any other person for whose behaviour the Member is deemed liable) should the Member or his lessee / agent / guest / invitee / staff member contravene this Memorandum.
- 4.19.2 In the event of a breach of this Memorandum the Directors may impose a fine should a Member in breach not heed a request by the HOA to remedy such breach within a certain period of time, which time period depends wholly on the nature of the breach (if the breach is capable of remedy). The consequences resulting from failure to abide by the notice shall be clearly set out in the letter of notification.

- 4.19.3 A fine will be imposed if it is necessary for the HOA to provide a written warning to a Member notwithstanding that such warning is in respect of the misbehavior of the lessee, the staff member or any other person for whose behavior the Member is deemed liable.
- 4.19.4 The imposition of a fine does not preclude the HOA, acting through its Directors, from instituting legal proceedings or other appropriate action against the Member by virtue of that Member or his lessee, employee or visitors breach of this Memorandum .
- 4.19.5 Any fine levied in terms of this provision shall be debited to the Member's levy account and be deemed to be part of the levy payable by him .
- 4.19.6 As a matter of principle any alleged violation of rules by a Member which may give rise to a penalty must be properly investigated and once all facts have been established a determination will be made on the penalty to be imposed on a Member, provided that the rules of natural justice shall always underpin such investigations and determination of penalties. Only a Board committee with the requisite delegation shall be empowered to impose penalties on Members.

**4.20 Public Announcements, Signs and Notices**

- 4.20.1 It is prohibited to place signs, notices, boards or advertisements of any kind whatsoever within the Estate, with the exception of and if approved by the HOA one standard building signboard setting out details of the Contractor and/or architect which may be placed on the Erf during the period of construction only. No door to door drops or canvassing shall be permitted.
- 4.20.2 No signage may be placed on the municipal pavement directly outside the Estate or adjacent to the Estate without the written authority of the Directors of the HOA and the municipality.

**4.21 Disclaimer**

- 4.21.1 The HOA, its Managing Agent, Estate Manager and/or its Directors and staff shall accept no liability whatsoever for injury or loss or damage of any nature or description whatsoever that the Member, lessee or the occupier of an Erf or any member of their families or their staff, or their friends, acquaintances, visitors or guests may sustain physically or to his or their property directly or indirectly in or about the common property or on the individual Erven by reason of any defect in or on the common area and its amenities, or for any act done or any neglect on the part of the HOA, its Directors, employees, agents or contractors, For the purpose of this section "common property" or "common area" includes the Gate Stand and the improvements thereon, the boundary fence, the streetscape on the northern side of the Estate, on Soetdoring and Hans Meyer Streets, all streetscapes, pavements, streets, parks and parking within the Estate and any vacant stands.
- 4.21.2 The HOA or its agents and staff shall not be liable or responsible in any manner whatsoever for the receipt or non-receipt and the delivery or non-delivery of goods, postal matter or any other property.

**4.22 Construction of New Homes / Improvements and Alterations made to Existing Homes**

**4.22.1 Architectural Standards**

- 4.22.1.1 All building plans shall be prepared in accordance with the Architectural Standards applicable to the Estate and all building plans shall be approved by the Directors in writing prior to commencement of construction works.
- 4.22.1.2 The Architectural Standards shall also be applicable to any additions or alterations to existing structures.
- 4.22.1.3 The Architectural Standards which form part of this Memorandum may be amended, substituted or varied from time to time by the Directors. The Architectural Standards as aforesaid are deemed to be incorporated in this Memorandum and any material deviation from the Standards as set out there in shall, at the discretion of the Directors, result in the imposition of penalties.
- 4.22.1.4 All building plans are to be submitted firstly to the HOA and after HOA to the Municipality for final approval before the commencement of any building activity.
- 4.22.1.5 The HOA shall not proceed with any approval of building plans as long as that Member is in breach of any of the provision of this Memorandum .

**4.22.2 Time Limits**

- 4.22.2.1 The construction of improvements on any Erf within the Estate shall commence within 2 (two) years from the date of registration of transfer of the property into the name of the purchaser of the property and shall be completed within 1 (one) year of commencement thereof or in the event of alterations or

renovations such alterations and renovations shall be completed within 6 (six) months of commencement.

4.22.2.2 The above provisions in clause 4.22.2.1 are subject to any extensions of the periods that may be negotiated with and approved from time to time by the Directors who may impose further conditions.

4.22.3 Building Penalty

4.22.3.1 Any Member that fails to comply with the time limit as set out in clause 4.22.2 above, for the commencement or completion of construction, shall be liable, in addition to any fines that may be imposed, to pay a penalty to the HOA, for the period during which the Member remains in default after expiry of the time limit.

4.22.3.2 The penalty referred to above shall be equal to twice the current monthly levy payable by the Member in addition to the normal monthly levy payable from time to time and shall be payable monthly in advance in addition to the normal monthly levy.

4.22.3.3 The waiver of building penalties shall be at the sole discretion of the Directors.

4.22.4 Re-zoning

4.22.4.1 No Member shall rezone or in any way change the use for which an Erf is zoned, whether by way of rezoning or consent use or otherwise, save with the prior written consent of the Directors, which shall have complete discretion in this regard and whose decision shall be final and binding.

4.22.4.2 No Member shall subdivide or consolidate any Erfen, nor erect a second dwelling on their Erf without the prior written consent of the Directors, which consent shall be granted or refused at the sole discretion of the Directors irrespective of whether any lawful authority grants permission for such subdivision of the Erf or consolidation or second dwelling.

4.22.5 Building

4.22.5.1 No member shall commence any building operations on his stand whether initial buildings or interior or exterior extension until:

- suitable toilet facilities have been provided for his Contractor and his or their employees on site;
- water is connected to and is available on site;
- site electricity is connected or a generator is provided;
- all ancillary levies and fines are paid in full and the Member is not in breach of the provisions of this Memorandum.

4.22.5.2 If the Member who is building is in breach of this Memorandum the HOA may refuse entry of his contractors or their/his employees to the Estate in addition to any other action that may be taken;

4.22.5.3 Suitable arrangement must be made to remove all building material off the streetscape onto the stand immediately on delivery.

**4.23 Maintenance of Building**

Each Member shall maintain the Erf owned by him and all improvements thereon in accordance with the requirements of and to the satisfaction of the HOA and the Municipality.

**4.24 Design Criteria**

4.24.1 A Member may incorporate stone or other cladding within his building design.

4.24.2 No portion of any building or structure upon any Erf shall be constructed of galvanized sheeting and no shade netting will be permitted as roofing or on any other part of any structure other than screening during construction.

4.24.3 No Member shall sink or permit to be sunk any boreholes upon any Erf owned by him without the prior written consent of the HOA.

4.24.4 In the event of any town planning scheme laying down conditions in relation to matters dealt with herein, the provisions of such town-planning scheme shall prevail.

4.24.5 No Member may erect any pre-cast concrete garden walls on his Erf.

4.24.6 No Member may erect any fencing of any description, including but not limited to picket, palisade,

wood, poles, weaved, diamond mesh, barbed wire and razor wire or wall on his Erf without the prior written approval of the HOA, which approval shall not be withheld unless the HOA are of the opinion that such fencing or wall is inconsistent with the aesthetic appearance of homes and gardens within the Estate, or does not comply with the requirements laid down by the HOA.

4.24.7 No Member may erect or install television or radio aerials which are exposed to view on a building or Erf the Estate, without the prior written consent of the HOA.

4.24.8 No Member may make any additions or extensions to the buildings situate on his Erf or erect any further building or structure, in particular but not limited to carports, garages, servants' quarters, store rooms, covered patios, awnings, lapas, decking, poles, zozo huts, wendy houses and pergolas without the prior written authority of the HOA and compliance with the Municipal Regulations

#### **4.25 Conditions Regarding Building Contractors**

4.25.1 The primary intention of the provisions hereunder is to ensure that all building activity occurs with the least possible disruption to residents. In the event of any uncertainty, residents and/ or their contractors should contact the Estate Manager.

4.25.2 The conditions governing building activities, which are set out in this Memorandum, are binding on all residents, their professionals, contractors and sub-contractors and their employees. Furthermore, all Members are obliged to ensure that their building contractors and sub-contractors are made aware of the conditions in this Memorandum and building contract concluded in respect of the construction of improvements on an Erf in the Estate and all such contracts shall be required to be submitted to the HOA, which has the right to suspend any building activity in contravention of any of the conditions. The HOA accepts no liability whatsoever for any losses sustained by a resident as a result thereof.

4.25.3 Contractor activity is only allowed during the following hours;

- 07h00 to 17h00 weekdays
- 07h00 to 15h00 Saturday

4.25.4 No contractor activity is permitted on Sundays and public holidays, as these days are viewed as private time. Special applications for contractor activity during Sundays and public holidays, together with the approval of all adjacent neighbours, must be lodged with the HOA one week prior to the required activity. No contractor activity will be allowed during the annual Building Industry closed period during December/January of each year.

4.25.5 The contractor will be allowed only one representative per site in the capacity of supervisor. The representative must display the appropriate ID card, if required by the HOA. No contractor or its staff shall be permitted to live onsite before, during or after building operations.

4.25.6 All the contractor's workers and/ or the contractor's sub-contractor workers must comply with security arrangements. ID documents will be required to be produced to security.

4.25.7 The site is to be kept as clean as possible. The contractor must provide facilities for rubbish and rubble disposal and ensure that the workers use the facility provided and that their rubbish and rubble is removed at least weekly and not burnt or dumped on site.

4.25.8 Where a supplier encroaching onto the pavement or roadway when offloading materials, these materials must be removed onto the site by the contractor. No materials must be allowed to remain on the roadway or pavement and it is the contractor's and Members responsibility to clean the roadway of all such materials, and the same applies to sand or rubble washed or moved onto the road during building operations.

4.25.9 Deliveries from suppliers must be scheduled only during the time set out in clause 4.25.3 above.

4.25.10 Boards are not to be erected on the pavement, Erf or streetscape. No contractors' boards are allowed, except as set out in clause 4.20.1.

4.25.11 The Member and the contractor shall be responsible for damage to kerbs and / or plants on the sidewalks and /or damage to Members or HOA property.

4.25.12 Should the HOA have any concern with the conduct of the Contractor, the HOA may rectify as deemed necessary and or reserves the right to suspend building activity until such undesirable conduct is rectified.

4.25.13 The purchaser of an Erf acknowledges that it is a specific term and condition of the agreement of sale that the purchaser / Member shall enter into a building contract with a contractor registered with the



NHBRC or Master Buildings Association.

- 4.25.14 All professional people involved in the individual Members developing or altering of improvements on the Erf, namely, Architects, Engineers, Landscapers or Land Surveyors, etc. must be notified to the HOA.
- 4.25.15 No flora specified by the HOA may be damaged or removed.

## **Article 5 - Town Planning Controls**

### **5.1 General**

- 5.1.1 The restrictions / guidelines set below are in addition to any restrictions imposed in terms of conditions of title, town planning schemes or national or any other building regulations. Notwithstanding that any plans or improvements may comply with any such restrictions imposed by third parties, the approval of any plans or improvements within the Estate shall be at the sole discretion of the HOA, which shall not be unreasonably withheld. Similarly, compliance with restrictions imposed by the HOA shall under no circumstances absolve the resident from the need to comply with restrictions imposed by third parties nor shall HOA approval be construed as permitting any contravention of restrictions imposed by any authority having legal jurisdiction. The approval of plans by the HOA does not imply approval by the Municipality or that their regulations have been complied with.
- 5.1.2 The architectural style of the house will be considered in relation to that of other Erven in the Estate, as well as aesthetic appearance and the proposed siting of the building, and such other factors as the HOA in its entire discretion may deem appropriate.
- 5.1.3 Every effort will be made to ensure that all owners observe standards, however, the right to final approval of building plans, ultimately vests in the Municipality and no assurance can be given that standards will be evenly adopted throughout the Estate.

### **5.2 Individual Stands**

- 5.2.1 Density  
Maximum one dwelling per stand. A second dwelling will not be permitted.
- 5.2.2 Coverage (Garage included)
  - 5.2.2.1 Single storey dwellings - Maximum coverage allowed shall be within 60% (sixty percent).
  - 5.2.2.2 Double storey dwellings - The ground floor coverage of the double storey dwellings shall not exceed 50% (fifty percent) of the area of the stand. Relaxation may be considered in certain cases upon receipt of the submission of motivation by the architect, however, the HOA shall make the final decision. Maximum FAR (Floor Area Ratio) allowed not to exceed 0,6 (nought comma six).

### **5.3 Height Restriction**

The primary consideration will be to reasonably safeguard views and the privacy of adjacent residents. The HOA shall be entitled but not obliged to require applications for plan approval to consult with owners of neighbouring stands. The height of any part of the structure shall not exceed 8,5 (eight comma five) meters above the natural ground level measured vertically above the highest point. In the event of the 8,5 (eight comma five) meters height restriction being exceeded this should be motivated by the architect, taking into account the configuration of the stand and only after the adjacent owners whose views may be affected have been obtained.

### **5.4 Building Lines**

No structure shall be erected over the building lines. The building lines for single storey dwellings are 6 (six) meters on street boundaries and 1 (one) meter from other boundaries, The building lines for a double storey dwelling are 6 (six) meters on street and 2 (two) meters from other boundaries. Subject to the discretion of the HOA, no overlooking windows are allowed on building lines, except where such window is a bathroom window in which case the window must be frosted or sand-blasted.

### **5.5 Treatment of Street Boundaries**

Although it is accepted that single residential neighbourhoods will lead to a variety of street boundaries, every effort should be made to avoid the hostile "canyon-like" effect of high solid walls. In order to enhance the appearance of sidewalks, the streetscape and the general Estate, the following

guidelines will apply:

- 5.5.1 Boundary walling to be approved painted plastered, brick walls between boundaries.
- 5.5.2 If boundary walling is essential on the street frontage (for example to prevent small children or pets from leaving the property) then the use of a good quality, decorative steel in-between walls is suggested.
- 5.5.3 If solid walling is required to enhance the privacy of certain parts of the property, then such walling shall not exceed 1,8 (one comma eight) meters and should not extend for more than 25% (twenty five percent) of its length as a continuous line parallel to the street boundary, if a solid wall is unavoidable, a stepped-back or articulated wall is considered less detrimental to the streetscape.
- 5.5.4 All gardens walls and fencing must be approved by the HOA, with regards to both material and dimensions. Particular attention will be paid to high walls screening the entire frontage of properties. Wire mesh of any description, and palisade fencing will not be allowed.
- 5.5.5 Lean-to's and carports will not be allowed, whether for patio covering or not.
- 5.5.6 Roofing materials for patios and outbuildings must be approved by the HOA.
- 5.6 Prohibited Building Materials**  
The following materials are prohibited.
- 5.6.1 Corrugated iron, metal and thatch roofs.
- 5.6.2 Shade cloth or netting.
- 5.6.3 Reflective roofing materials with the exception if approved water proofing paints.
- 5.6.4 Pre-cast concrete walls,
- 5.6.5 Razor wire, barbed wire, diamond mesh, chicken mesh, security spikes or similar features, except with the permission of the HOA, on the perimeter of the Estate.
- 5.6.6 Lean-to, metal roof or carports of any description or patent type shade-netting structure.
- 5.6.7 Wooden- gates, fencing, screening and decking, unless adequately concealed behind brick and plaster boundary or screen walls.
- 5.6.8 The approval of the HOA should be obtained for the use of any materials other than conventional bricks and mortar, cast slabs and rib and block floors and roofs, and roof tiles.
- 5.6.9 Palisade fencing except on the perimeter fence.
- 5.6.10 Un-plastered brick walls.
- 5.6.11 Unpainted plaster
- 5.6.12 Flat concrete roofs to be behind parapet walling.
- 5.7 Miscellaneous Architectural Guidelines**
- 5.7.1 The aesthetics of the design of parapets, fascias, capping eaves, roof trim, guttering and roofing materials in general will be considered.
- 5.7.2 All external finishes and colours should be specific, and colour samples will be requested. Colours should be of an earthy hue. Changes to the specification of colours will be subject to the approval of the HOA.
- 5.7.3 Awnings / geysers and other items, which do not form part of the basic structure should be clearly shown and annotated on approval drawings.
- 5.7.4 Solar heating panels, if used, should be incorporated into the buildings to form part of the basic structure and should be clearly shown and annotated on approval drawings.
- 5.7.5 Outbuildings and additions should match the original design and style, both in elevation and in material usage.
- 5.7.6 Staff accommodation and kitchen should open onto screened yards and buildings.
- 5.7.7 Yard walls and screen walls should complement the basic materials of the building.

- 5.7.8 No staff accommodation should be nearer to the street than the main dwelling unless contained under the same roof or integrated into the total design.
- 5.7.9 The privacy of surrounding properties should be considered. As a general rule, no windows or balconies in the upper storey should overlook the "living space" (for example, the swimming pool) adjacent dwellings.
- 5.7.10 The exposed plumbing, including geysers and solar panels as well as air-conditioning and washing lines should be fully screened with walling or other material approved by the HOA from the street elevation and other visual panoramic including higher lying dwellings.
- 5.7.11 All pools are to be fitted with child proof, self closing, access control. No water feature deeper than 400 (four hundred) millimeter is permitted unless access is controlled as per pool requirement above.

**5.8 Architectural Guidelines**

**5.8.1 Roofs**

- 5.8.1.1 Roof pitch to suit style and proportion of buildings.
- 5.8.1.2 Materials to be in keeping with a specific building theme. The following materials are approved: Concrete roof tiles, or concrete slabs with walling or balustrades.
- 5.8.1.3 Flat roofs shall be concrete slabs and not steel or sheeting of any description and shall be concealed.

**5.8.2 Erf Boundary Walls**

External masonry walls shall be 220 (two hundred and twenty) millimeter bricks, plaster and paint or stone type finish, Horizontal stringcourse will be permitted. These shall be according to colour guidelines.

**5.8.3 Windows and Doors.**

External doors and window frames to suite style of home. External burglar bars will not be permitted unless incorporated in the overall design. No steel windows shall be permitted unless these are powder-coated or incorporated into the design of the building, subject to the approval of the HOA.

**5.8.4 Verandas, Porches and Pergolas.**

Supports shall be masonry piers, or metal posts.

**5.8.5 Waste Pipes.**

Waste pipes and drainage pipes to be concealed, sealed and ducted.

**5.8.6 Landscaping.**

Landscaping must be undertaken within the integrated landscaping theme of the Estate. The extent of the paving, particularly to driveways, is to be limited to concrete paving or brick paving.

**5.8.7 Signage.**

House numbers must be clearly visible from the street.

**5.8.8 Boundary Walls.**

Adequate storm water draining must be provided for all boundary walls including Estate boundary walls. Any damage arising will be for owner's account.

**5.8.9 Driveways.**

Driveways must be at least 6 (six) meters deep from the kerb to allow vehicles to be parked off the street.

**5.8.10 Garages.**

Garage parking to be provided for at least two vehicles per Erf.

**5.8.11 Gates.**

Gates are to be made of painted metal and as approved by the HOA.

**5.9 Procedure for the Approval of Building Plans**

- 5.9.1 Three printed copies of working drawings, in compliance with the approved sketch plans (drawn by an accredited registered architect) are to be submitted to the HOA for approval, prior to being submitted to the local authority for approval. Note that the authority will not accept plans that do not bear the HOA stamp of approval.
- 5.9.2 After plans are signed by HOA, two coloured copies will be returned to home owner and one copy will be retained by HOA for record purposes, until an approved copy from the Municipality is received. Perspective drawings and photos may be requested. A scrutiny fee will be applicable and payable to the HOA together with the side walk deposit fee set out in clause 5.9.3 below.
- 5.9.3 A refundable Building Deposit as stipulated by the HOA from time to time, must be paid to the HOA prior to the commencement of construction, HOA will refund the deposit subject to set-off against any expenses incurred to clean and/or restore any damage to common property of the Estate, including pavements, walkways, roads, boundary walls, damaged in the course of or associated with construction including the conveyance of any materials to and from the building site. This deposit will be used to remove any rubble or make good any damages caused by the builder, e.g. curbing, landscaping and community service.
- 5.9.4 No construction shall commence before the HOA has received the scrutiny fee, the Building Deposit, a copy of the HOA and Municipal approved plans and is satisfied with the Contractor credentials and furthermore that the Member is not in breach of this Memorandum.
- 5.10 **Alterations and Additions**  
The same design criteria and rules will apply as set out herein.
- 5.11 **Occupation Certificate**  
No dwelling may be occupied unless a copy of the Occupation Certificate issued by the Municipality has been lodged with the HOA prior to such occupation.
- 5.12 **Site Plan**  
A plan of the proposed building or alterations shall be available on site during all working hours for perusal by the Estate Manager or Municipality.

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Signed at Bassonia Rock Ext 13 on 22 April 2013

CHAIRPERSON \_\_\_\_\_ DIRECTOR \_\_\_\_\_

VICE CHAIRPERSON \_\_\_\_\_ DIRECTOR \_\_\_\_\_