



STELLENBOSCH

STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

Application Number: LU/16067

Our File Reference Number: Erf 25, De Zalze

Your Reference Number:

Enquiries: Ulrich von Molendorff

Contact No: 021 – 808 8682

Email address: Ulrich.Vonmolendorff@stellenbosch.gov.za

PER E-MAIL: buland@dezalze.co.za

Sir / Madam

APPLICATION FOR PERMISSION REQUIRED IN TERMS OF CONDITIONS OF APPROVAL IN TERMS OF SECTION 15(2)(I) OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BYLAW, 2023: ERF 25 DE ZALZE, STELLENBOSCH

1. The above application refers.
2. The duly authorised decision maker has decided on the above application as follows:
 - 2.1 That the application in terms of Section 15(2)(I) of the Stellenbosch Municipal Land Use Planning Bylaw, promulgated by notice number 8768/2023, dated 9 June 2023 to obtain a permission for the approval of the **Constitution and Architectural Guidelines of the De Zalze Home Owners' Association, dated: November 2020 & February 2024.**

BE APPROVED in terms of Section 60 of the said Bylaw and subject to conditions of approval.

- 2.2 The approval is subject to the following conditions imposed in terms of Section 66 of said Bylaw:

2.2.1 The approval only applies to the application under consideration and shall not be construed as authority to depart from any other legal prescriptions or requirements from Council or other legislation or Bylaws or Regulations that may be applicable.

2.2.2 The approval granted shall not exempt the applicant from complying with any other legal prescriptions or requirements that might have a bearing on the proposed use.

2.2.3 The De Zalze Homeowners' Association be subject to the Constitution and Architectural Guidelines of the De Zalze Home Owners' Association, dated: November 2020 & February 2024, attached as **Annexure B**.

2.3 The reasons for the above decision are as follows:

2.3.1 The proposed Constitution and Design Guidelines of the De Zalze Home Owners' Association is in line with the Stellenbosch Zoning Scheme By-Law and the approvals granted.

3. You are hereby informed in terms of section 79(2) of the Stellenbosch Municipal Land Use Planning Bylaw of your right to appeal the above decision to the Appeal Authority within 21 days from the date of notification of the above decision. Please note that no late appeals or an extension of time for the submission of appeals are permitted in terms of Section 80(1)(a) of the said By-Law.
4. Appeals must be submitted with the prescribed information to satisfy the requirements of Section 80(2) of the said By-law, failing which the appeal will be invalid in terms of Section 81(1)(b) of the said By-Law. The following prescribed information is accordingly required:

4.1 The personal particulars of the Appellant, including:

- a) First names and surname
- b) ID number
- c) Company of Legal person's name (if applicable)
- d) Physical Address
- e) Contact details, including a Cell number and E-Mail address

5. Reference to this correspondence and the relevant property details on which the appeal is submitted.

5.1 The grounds of the appeal which may include the following grounds:

- a) that the administrative action was not procedurally fair as contemplated in the Promotion of Administrative Justice Act, 2000 (Act 3 of 2000).
- b) grounds relating to the merits of the land development or land use application on which the appellant believes the authorised decision maker erred in coming to the conclusion it did.

5.2 Whether the appeal is lodged against the whole decision or a part of the decision.

5.3 If the appeal is lodged against a part of the decision, a description of the part.

5.4 If the appeal is lodged against a condition of approval, a description of the condition.

5.5 The factual or legal findings that the appellant relies on.

5.6 The relief sought by the appellant.

5.7 Any issue that the appellant wishes the Appeal Authority to consider in making its decision.

5.8 That the appeal includes the following declaration by the Appellant:

a) The Appellant confirms that the information contained in the subject appeal and accompanied information and documentation is complete and correct

b) That the Appellant is aware that it is an offence in terms of Section 86(1)(d) of the said By-Law to supply particulars, information or answers in an appeal against a decision on an application, or in any documentation or representation related to an appeal, knowing it to be false, incorrect or misleading or not believing them to be correct.

6. Appeals must be addressed to the Municipal Manager and submitted to his/ her designated official by means of e-mail at the following address: landuse.appeals@ Stellenbosch.gov.za

7. Any party (applicant or other) who lodges an appeal must pay the applicable appeal fee in terms of the approved municipal tariffs and submit the proof of payment together with the appeal. The LU Reference number on this correspondence, or the applicable Erf/ Farm Number must be used as the reference for the payment of the appeal fee.

8. The approved tariff structure and the banking details for the General Account can be accessed and viewed on the municipal website. For any enquiries the office can be contacted at landuse.appeals@ Stellenbosch.gov.za

9. An applicant who lodges an appeal must also adhere to the following requirements stipulated in terms of section 80(3) to (7) of the said By-law:

(a) Simultaneously serve the appeal on any person who commented on the application concerned and any other person as the municipality may determine.

(b) The notice by the applicant must invite persons to comment on the appeal within 21 days from date of notification of the appeal.

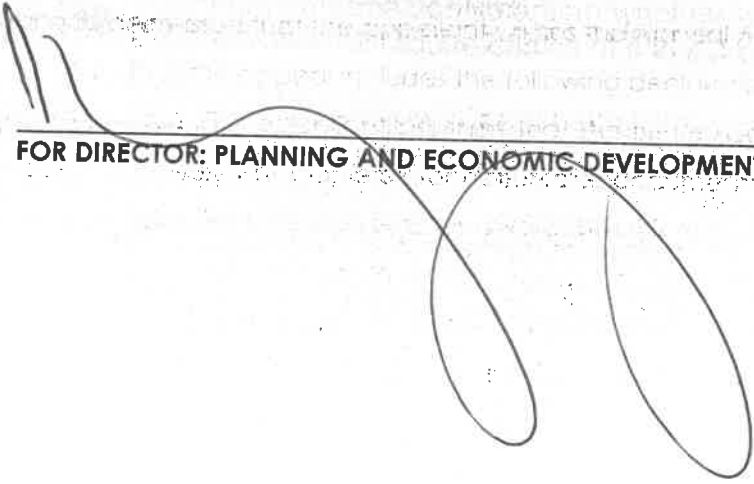
(c) The notice must be served in accordance with section 35 of the said legislation and in accordance with the prescripts or such additional requirements as may be determined by the Municipality.

(d) Proof of serving the notification must be submitted to the Municipality at the above E-mail address within 14 days of serving the notification.

10. Kindly note that no appeal right exists in terms of Section 62 of the Local Government Municipal Systems Act, No 32 of 2000.

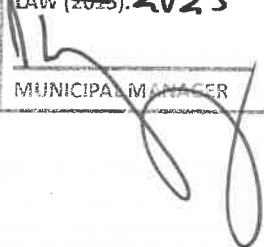
11. Kindly note the above decision in the case of any approval, is suspended, and may therefore not be acted on, until such time as the period for lodging appeals has lapsed, any appeal has been finalised and you've been advised accordingly.

Yours faithfully



FOR DIRECTOR: PLANNING AND ECONOMIC DEVELOPMENT

18/3/2024
DATE

STELLENBOSCH MUNICIPALITY	
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY- LAW (2015). 2023	
 MUNICIPAL MANAGER	18/3/2024 DATE

REPUBLIC OF SOUTH AFRICA
COMPANIES ACT, 1973

**MEMORANDUM OF ASSOCIATION
OF A COMPANY NOT HAVING A SHARE CAPITAL**

Section 54(1); regulation 17(3)

Registration Number 2003/009588/08

The financial year of the Company ends on the last day of February of each year.

1 NAME

1.1 The name of the Company is **DE ZALZE WINELANDS GOLF ESTATE
HOME OWNERS ASSOCIATION (ASSOCIATION INCORPORATED
UNDER SECTION 21).**

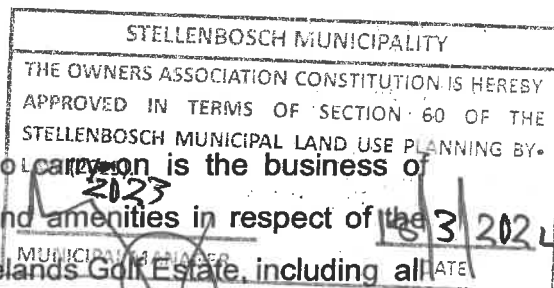
1.2 The name of the Company in another official language of the Republic is

—

N/A

2 PURPOSES DESCRIBING MAIN BUSINESS

The main business which the Company is to carry on is the business of controlling and managing common facilities and amenities in respect of the property development known as De Zalze Winelands Golf Estate, including all sub-divisions and/or consolidations thereof for the mutual use and benefit of members and their invitees.



3 MAIN OBJECT

The main object of the Company is to create an association amongst the members of the Company which will entitle the members to share in the use of and benefit from recreational facilities (including but not limited to a golf course), security facilities, parking facilities, gardens, terraces, agricultural areas and other common areas and facilities ("common facilities") on a common basis subject to a lease and/or management agreement with the golf course operator in respect of the golf course, to share the costs incurred in keeping, repairing and maintaining the common facilities as a common expense and generally to regulate and control access to and the use of the common facilities.

4 ANCILLARY OBJECTS EXCLUDED

The specific ancillary objects referred to in Section 33(1) of the Companies Act, 1973 which are excluded from the unlimited ancillary objects of the Company are all the ancillary objects which are not in accordance with the main object of the Company.

5 POWERS

5.1 The specific powers which are excluded from the plenary powers of the company as set out in Schedule 2 to the Companies Act, 1973 are as follows –

5.1.1 Power (f). The Company shall not be entitled to lend money to any person or company.

5.1.2 Power (s). The Company shall not be entitled to distribute in specie or in kind any of its assets among its members.

5.2 The specific powers or part of any specific powers of the Company set out in Schedule 2 to the Companies Act, 1973, which are qualified under Section 34 of the Companies Act, 1973, are as follows –

5.2.1 Power (k) is to be modified to read –

“to form and have an interest in any company having the same or similar objects to the Company and which is also exempt from tax in terms of section 10(1)(e) of the Income Tax Act, No 58 of 1962 (“the Tax Act”), for the purpose of acquiring the undertaking of all or any of the assets or liabilities of that company or companies or for any other purpose which may seem directly or indirectly calculated to benefit the company and to transfer to any such company or companies the undertaking or all of any assets or liabilities of the Company.”

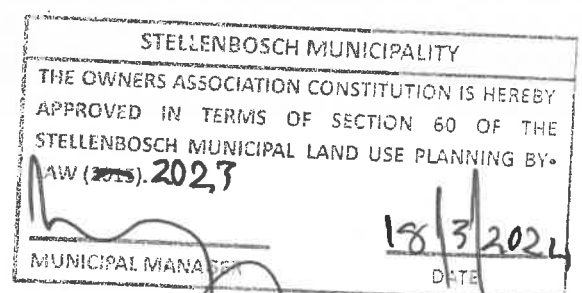
5.2.2 Power (l) is to be modified to read –

“to amalgamate with any other companies or bodies, having objects the same as or similar to those of the Company, which are also exempt from tax in terms of section 10(1)(e) of the Tax Act.”

5.2.3 Power (m) is to be modified to read –

“to take part in the management, supervision and control of the business or operations of any other company or business or body having the same or similar objects as the Company and to enter into a partnership having objects the same as or similar to those of the Company; provided that such other companies or bodies are also exempt from tax in terms of section 10(1)(e) of the Tax Act .”

5.2.4 Power (n) is to be modified to read –



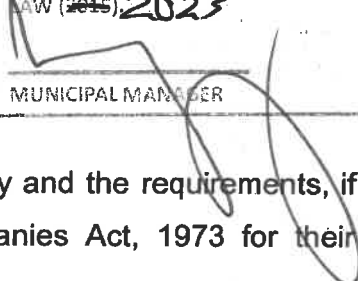
"to remunerate any person or persons for services rendered in connection with its formation or with the conduct or the development of its business."

5.2.5 Power (o) is to be modified to read –

"to make donations to persons, associations or companies, other than members and directors of the Company, in furtherance of the objects of the Company provided that such donations will only be made in accordance with the main object of the Company."

5.2.6 Power (r) is to be modified to read –

"to pay gratuities and pensions and establish pension schemes and other incentive schemes in respect of its officers and employees."

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6 CONDITIONS

The special conditions which apply to the Company and the requirements, if any, additional to those prescribed in the Companies Act, 1973 for their alteration are as follows –

- 6.1 The income and property of the Company, howsoever derived, shall be applied solely towards the promotion of its main object, and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus, or otherwise howsoever, to the members of the Company or to its holding company or subsidiary; provided that nothing herein contained shall prevent the payment in good faith of reasonable remuneration to any officer or manager or servant of the Company or to any member thereof in return for any services actually rendered to the Company.
- 6.2 Upon its winding-up, de-registration or dissolution, the assets of the Company remaining after the satisfaction of all its liabilities shall be given or transferred to some other company or institution or companies or institutions, having objects the same as or similar to the main object of the Company and which are also exempt from tax in terms of section

10(1)(e) of the Tax Act, to be determined by the members of the Company at or before the time of its dissolution, or failing such determination, by the Court.

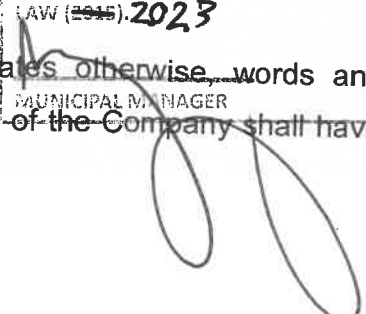
- 6.3 The Company shall not pay any dividends to its members.
- 6.4 The Company shall submit copies of any amendments to its Memorandum or/and Articles of Association to the Commissioner: South African Revenue Services ("SARS").
- 6.5 The Company shall not knowingly be a party to or permit itself to be used as part of any transaction, operation or scheme of which the sole or main purpose is or was the reduction, postponement or avoidance of liability for any tax, duty or levy which, but for such transaction, operation or scheme, would have been or would have become payable by any person under the Tax Act or any other Act administered by the Commissioner: SARS.

7 GUARANTEE

- 7.1 The liability of members is limited to the amount referred to in article 7.2.
- 7.2 Each member undertakes to contribute to the assets of the Company in the event of it being wound up while he is a member or within one year afterwards, for payment of the debts and liabilities of the Company contracted before he ceased to be a member, and of the costs, charges and expenses of the winding-up, and for adjustment of the rights of the contributories among themselves (in addition to unpaid levies owing by him to the Company) of an amount of R250,00 (two hundred and fifty Rand).

8 DEFINITIONS

In this memorandum, unless the context indicates otherwise, words and expressions defined in the Articles of Association of the Company shall have the same meaning.

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05/12/2013

Form CM 44B

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REPUBLIC OF SOUTH AFRICA COMPANIES ACT, 1973	MUNICIPAL MANAGER DATE 18/3/2024

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

Section 60 (1); Regulation 18

Registration No. of Company
2003/009588/08

NAME OF COMPANY

DE ZALZE WINELANDS GOLF ESTATE HOME OWNERS ASSOCIATION
(ASSOCIATION INCORPORATED UNDER SECTION 21)

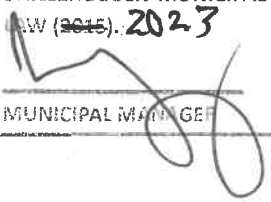
- A The Articles of Table A or Table B contained in Schedule 1 to the Companies Act 1973, shall not apply to the Company.
- B The Articles of the Company are as follows.

1 INTERPRETATION

- 1.1 The headings contained in the Articles are intended for reference purposes only and shall not be taken into account in the interpretation thereof. In the interpretation of the Articles the words

contained in the first column of the table set out below shall bear the meaning set out opposite each of them in the second column thereof, unless the contents or context otherwise requires.

	Words	Meanings
1.1.1	"the Act"	the Companies Act No. 61 of 1973, including any amendment, consolidation or re-enactment thereof;
1.1.2	"agricultural erf"	any erf which is in terms of the Zoning and Subdivision Approvals zoned for agricultural purposes;
1.1.3	"architectural guidelines"	the general and specific architectural guidelines of the development as amended from time to time. Any amendments having an effect on the Zoning and Subdivision Approvals will be subject to the approval of the local authority;
1.1.4	"the Articles"	these Articles of association as now framed or as from time to time amended in accordance with 38;
1.1.5	"the Association"	De Zalze Winelands Golf Estate Home Owners Association (Association incorporated under Section 21);
1.1.6	"auditors"	auditors of the Association;
1.1.7	"body corporate"	in relation to a sectional title scheme, the body corporate established for that scheme in terms of the Sectional Titles Act;

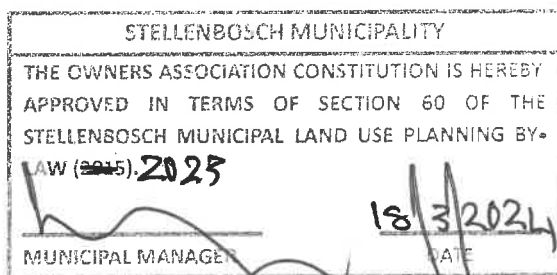
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1.1.8 "business unit" any unit which is used for business purposes with the consent of the local authority and subject to these Articles;

1.1.9 "the chairman" the chairman of the board of directors;

1.1.10 "club" the golf club to be established in respect of the golf course;

1.1.11 "common property" a part of the land which is not subject to an exclusive right of use by a member but excluding, in the case of an erf on which a sectional title scheme is developed, common property as defined in the Sectional Titles Act, which is not subject to an exclusive right of use by a member in terms of that scheme;

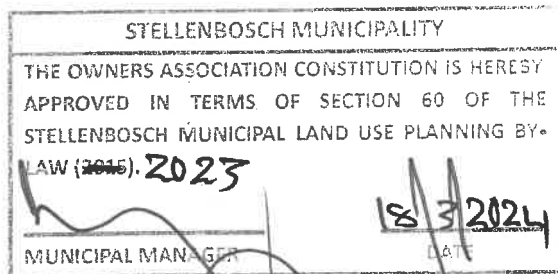


1.1.12 "Deeds Registries Act" the Deeds Registries Act No. 47 of 1937, including any amendment, consolidation or re-enactment thereof;

1.1.13 "the developer" De Zalze Development (Proprietary) Limited, registration number 1997/005538/07, its successors in title or assigns;

1.1.14 "the development" the golf, agricultural and residential estate known as De Zalze Winelands Golf Estate to be established by the developer and Kleine Zalze on the land and any additional property onto which the developer extends the development in accordance with an approved development plan;

1.1.15 "development period" that period commencing on the incorporation of the Association and ending



when the developer has effected transfer of the last erf owned by it or upon the expiration of a period of 5 (five) years from the date that the developer effects transfer of the first erf owned by it, whichever event occurs first in time;

1.1.16 "De Zalze Farming" De Zalze Farming (Proprietary) Limited, registration number 1996/006994/07; a private company duly incorporated in accordance with the laws of the Republic of South Africa;

1.1.17 "the directors" the directors for the time being of the Association and the alternate directors thereof or, as the case may be, the directors assembled at a meeting of directors at which a quorum is present;

1.1.18 "erf" any one of the erven resulting from the consolidation and subdivision of any part of the land;

1.1.19 "facilities" the golf course and the golf club house and all and any of their facilities, and all and any facilities or amenities of whatsoever nature which may be provided within the development on the common property;

1.1.20 "Farm 507" Farm 507 situate in the Division of Stellenbosch, in extent 61,2135 (sixty one comma two one three five) hectares held by De Zalze Farming under Deed of Transfer T68724/1996;

1.1.21 "Farm 508" Farm 508 situate in the Division of Stellenbosch, in extent 40,6467 (forty

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1.1.22 "Farm 510"

comma six four six seven) hectares held by
Kleine Zalze under Deed of Transfer
T74010/1996;

Portion 3 of the Farm 510 situate in the
Division of Stellenbosch, in extent 25,4661
(twenty five comma four six six one) hectares
held by De Zalze Farming under Deed of
Transfer T6476/1901;

1.1.23 "Farm 998"

Farm 998 situate in the Division of
Stellenbosch, in extent 170,6520 (one hundred
and seventy comma six five two) hectares held
by the developer under Deed of Transfer
T5811/1961;

1.1.24 "Gazette"

the Government Gazette of South Africa;

1.1.25 "general meeting" an annual general meeting or a general meeting of the
Association;

1.1.26 "the golf course"

the golf course and all sporting, recreational
and other facilities situate on the golf course
land;

1.1.27 "golf course land"

the land on which the golf course is situated,
which falls within the development and over
land in respect of which servitudinal rights
have been obtained;

1.1.28 "Kleine Zalze"

Kleine Zalze (Proprietary) Limited,
registration number 1968/002061/07, a
private company duly incorporated in
accordance with the laws of the Republic of
South Africa or, in the event of an alienation
and transfer by Kleine Zalze (Proprietary)
Limited of the remainder of

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1.1.29 "Kleine Zalze Realisation"

Farm 508 or any portion thereof, "Kleine Zalze" shall refer to the successor(s) in title to Farm 508 or any subdivisions thereof;

Kleine Zalze Realisation (Proprietary) Limited, registration number 1999/016952/07, a private company duly incorporated in accordance with the laws of the Republic of South Africa;

1.1.30 "the land"

Farm 507, Farm 508, Farm 510 and Farm 998, and includes all consolidations and subdivisions of such land or a portion thereof as well as any improvements thereto;

1.1.31 "levy"

the levy or levies referred to in article 5;

1.1.32 "local authority"

the local authority having jurisdiction over the development, meaning a municipality or any other statutory local authority;

1.1.33 "Management Framework"

the management framework for the development dated April 2002 prepared by Dennis Moss Partnership, as approved by the local authority;

1.1.34 "the manager"

the manager (if any) appointed in terms of article 10 from time to time;

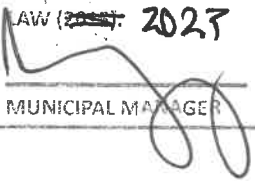
1.1.35 "member"

a member of the Association as envisaged in article 2.3;

1.1.36 "memorandum"

the memorandum of association for the time being of the Association;

- 1.1.37 "minutes" the minutes of a general meeting or a directors' meeting, as the case may be;
- 1.1.38 "non-permanent unit" any unit or sectional title unit which is in terms of the Zoning and Subdivision Approvals zoned for resort or residential purposes and on or in respect of which is operated a guest house, a hotel or lodges or villas;
- 1.1.39 "the office" the registered office of the Association;
- 1.1.40 "owner" a registered owner of a unit;
- 1.1.41 "permanent unit" any unit on which is or is to be constructed a dwelling or apartment offering residential accommodation which is not a non-permanent unit ;
- 1.1.42 "the property/ies" the portions of land which comprise the development;
- 1.1.43 "the register" the register of members of the Association;
- 1.1.44 "the rules" the rules made by the directors in terms of the Articles as they apply from time to time;
- 1.1.45 "the secretary" the secretary of the Association for the time being;
- 1.1.46 "Sectional Titles Act" the Sectional Titles Act No. 95 of 1986, including any amendment, consolidation or re-enactment thereof;
- 1.1.47 "sectional title scheme a sectional title scheme established in terms of the Sectional Titles Act;

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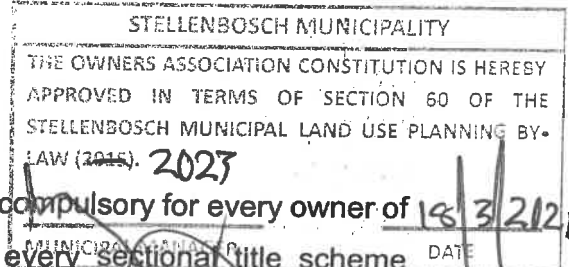
- 1.1.48 "sectional title unit" a unit in a sectional title scheme within the development, the tenure in which is in terms of the Sectional Titles Act;
- 1.1.49 "services" such utilities and amenities as may be provided by or on behalf of the Association for owners and residents within the development;
- 1.1.50 "SMA Trust" the De Zalze Winelands Golf Estate Special Management Area Trust to be established by the developer in regard to the development;
- 1.1.51 "South Africa" the Republic of South Africa or the territory comprised therein from time to time;
- 1.1.52 "unit" an erf forming part of the development capable of individual tenure in terms of the Deeds Registry Act and shown on a general plan, diagram and shall include an agricultural erf, a business unit, a non-permanent unit and a permanent unit, which is not a sectional title unit;
- 1.1.53 "vice-chairman" the vice-chairman of the board of directors;
- 1.1.54 "in writing" written or reproduced by any substitute for writing or partly written and partly so reproduced and including printing, typewriting or lithography or any other mechanical process, or partly one and partly another;

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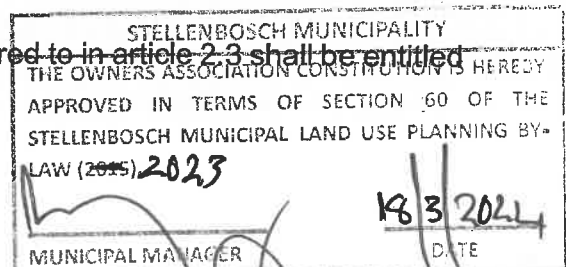
- 1.1.55 "Zoning and Subdivision Approvals" the Zoning and Subdivision Approvals granted by the local authority in respect of the development.
- 1.2 Unless the context otherwise requires –
- 1.2.1 words importing the singular number shall include the plural number and *vice versa*;
- 1.2.2 words importing the masculine gender shall include the feminine gender;
- 1.2.3 words importing natural persons shall include firms and corporate bodies;
- 1.2.4 the word "meeting" shall include an adjourned meeting;
- 1.2.5 any reference to any provision of the Act shall include such provision as it may be modified or re-enacted from time to time.
- 1.3 Subject to article 1.1, any words or expressions defined in the Deeds Registry Act, or in the Act shall, unless the context otherwise requires, bear corresponding meanings in these Articles.
- 1.4 Subject to any provisions in these Articles to the contrary and notwithstanding any omission of any provision from these Articles or the memorandum, the Association may do anything which the Companies Act authorises a company to do if so authorised by its Articles.

2 MEMBERSHIP

- 2.1 Membership of the Association shall be compulsory for every owner of a unit and for the body corporate of every sectional title scheme established within the development, it being recorded that the owners of sectional title units shall not directly hold membership in the Association.



- 2.2 Membership shall commence simultaneously with registration of transfer of a unit into the name of the transferee and in the case of sectional title schemes, on the establishment of the body corporate of such schemes and an owner or body corporate may not resign as a member of the Association. In the event of a sectional title scheme being registered and no body corporate is simultaneously established for such scheme, the “developer” as defined in the Sectional Titles Act shall be the member of the Association for the relevant scheme until the body corporate comes into existence. Any references in these articles to “body corporate” shall in such event be a reference to the developer of the relevant scheme.
- 2.3 Membership of the Association shall be limited to –
- 2.3.1 the developer in its capacity as such during the development period; and
- 2.3.2 the registered owner of any unit in the development, provided that where a unit is owned by more than 1 (one) registered owner, all the registered owners of the unit shall be deemed jointly and severally to be 1 (one) member of the Association and be entitled to 1 (one) vote at meetings of the Association; and
- 2.3.3 the body corporate of sectional title schemes established within the development or, pending the establishment of the body corporate, the developer of such scheme as provided for in article 2.2 above.
- 2.4 Any person reflected in the records of the Deeds Registry concerned as the owner of a unit including, *inter alia*, the developer, shall be deemed to be the owner of such unit and shall further be deemed, *ipso facto*, to be a member of the Association. For the avoidance of doubt, this includes the owners of an agricultural erf and the golf course land.
- 2.5 No person other than a person referred to in article 2.3 shall be entitled to be a member of the Association.



2.6 When a member ceases to be the owner of a unit, he shall *ipso facto* cease to be a member of the Association. If a sectional title scheme is cancelled, the body corporate or developer of such scheme shall no longer be a member and membership shall then be held by the owner of the unit in which the sectional scheme was previously registered

2.7 The rights and obligations of a member shall not be transferable and every member shall observe the objects and interests of the Association as well as all rules made by the Association or the directors, provided that nothing contained in these Articles shall prevent a member from ceding his rights in terms of these Articles as security to the mortgagee of that member's unit.

2.8 In the instance of sectional title schemes, the body corporate of each sectional title scheme shall procure the compliance by all of its members of the obligations imposed on owners of units with regard to the use and enjoyment of the common property and facilities and the conduct rules in place from time to time. The members of such body corporates shall be entitled to the use and enjoyment of the common property and facilities as if such members were members of the Association.

3 REGISTER OF MEMBERS

3.1 The Association shall keep a register of members at the place and in the manner specified in the Act.

3.2 The directors may, by regulation, provide for the issue of a membership certificate, which certificate shall be in such form as may be prescribed by the directors.

4 MEMBERSHIP OF DEVELOPER

4.1 If the developer, in one transaction alienates all its rights and/or its obligations in all undeveloped land vested in it in respect of the development, it shall be entitled to cede, assign or delegate to the

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transferee all its rights and/or obligations in terms of these Articles and the transferee shall be entitled to exercise all such rights.

4.2 The developer may at any time, abandon in whole or in part the particular rights conferred upon it during the development period, and shall be deemed to have done so at the end of the development period, provided that nothing contained herein shall be construed as depriving the developer of any rights it may have in terms hereof or as an ordinary member of the Association.

4.3 The developer has the right at any time to extend or alter the area or composition of the development by requiring the Association to incorporate into the development any additional property from time to time which the developer shall be entitled to develop as it may deem fit.

4.4 Should any additional property be incorporated into the development, the developer shall be entitled to require the first and all subsequent owners thereof to become members of the Association in respect of those parts from such date as the developer may determine, and on the same terms and conditions as are applicable to the other members.

4.5 No member shall be entitled to object to the subdivision and/or development of any part of the development, provided that such subdivision and/or development is not inconsistent with the Zoning and Subdivision Approvals.

4.6 The developer shall cease to be a member of the Association when it is no longer the owner of a unit.

5 LEVIES

5.1 Subject to the provisions of 13.4, the directors shall, from time to time, impose levies upon the members as consideration for the use by the members of the common property and for the purpose of meeting all the expenses which the Association has incurred, or



which the directors reasonably anticipate the Association will incur, in the care, repair, maintenance, cleaning, upkeep, improvements, provision of security and proper control of the common property and the furtherance of its objects in general. In calculating the amount of the levies, the directors shall take into account income (if any) earned by the Association.

- 5.2 It is recorded that 5% (five percent) of the total levies collected by the Association annually shall be transferred to the SMA Trust for purposes of, *inter alia*, assisting the Association to comply with the environmental management system of the development from time to time.
- 5.3 Levies shall be allocated amongst the members by the directors, in their sole discretion, who shall determine the minimum levy payable by a member ("the base levy/ies") and thereafter, subject to 33.10, allocate the total levies to the members as follows –
- 5.3.1 owner of a permanent unit which is not a sectional title unit – 1 (one) base levy;
- 5.3.2 owner of the club – 5 (five) base levies;
- 5.3.3 owner of any unit comprising a hotel – 5 (five) base levies per multiple of 60 (sixty) rooms (or any portion thereof);
- 5.3.4 owner of the existing Kleine Zalze guest house – 2 (two) base levies;
- 5.3.5 owner of the Kleine Zalze wine cellar – 2 (two) base levies;
- 5.3.6 owner of the Kleine Zalze restaurant – 1 (one) base levy;
- 5.3.7 owner of the agricultural erven within the Kleine Zalze portion of the development – 1 (one) base levy;
- 5.3.8 owner of all agricultural erven within the remainder of the development – 1 (one) base levy;



- 5.3.9 body corporate of a sectional title scheme offering permanent or short-term residential accommodation – a number of base levies equal to the total number of bedrooms in all the sections in the relevant sectional title scheme divided by 4 (four), rounded up or down as the case may be to the nearest whole number;
- 5.3.10 the owners of Erven 196 to 207 De Zalze (both inclusive), comprising the Kleine Zalze Lodges established on these erven after the incorporation of the Association – 12 (twelve) base levies in total, subject thereto that should a sectional title register or registers be opened in future in respect of any of the aforesaid erven, then the base levies to apply to the body corporate or body corporates then to become the member or members shall be determined *mutatis mutandis* in accordance with the provisions of article 5.3.9 above;
- 5.3.11 the owner(s) of any future lodges, hotels or guest houses to be expanded or established on Erven 216 to 227 De Zalze (*both inclusive*) or any other subdivision of Erf 38 De Zalze or any further subdivisions of any of these erven – levies determined *mutatis mutandis* in accordance with the provisions of articles 5.3.3, 5.3.9 above;
- 5.3.12 owner of any other non-permanent unit not listed above which is not a sectional title unit – 1 (one) base levy;

provided that any member who is the owner of more than 1 (one) unit shall be liable to make payment of such abovementioned share of the total levies in respect of each unit owned by him.

- 5.4 If, in the sole discretion of the directors, any expense is directly attributable to or increased by the specific use to which any unit or sectional title scheme is put, the member who is the owner of the relevant unit, or the body corporate of the sectional title scheme, as the case may be, shall be liable for such expense or additional expense, as the case may be.

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- 5.5 In the event that any facility or service is utilised by any member to such an extent as to reasonably justify a greater contribution to the relevant expense than a contribution calculated strictly in accordance with article 5.3, the directors shall be entitled to make such special levy upon the relevant member as may be reasonable in the circumstances.
- 5.6 During the development period, the directors' decision, other than where such decision is manifestly unjust or incorrect, in calculating or allocating the levy amongst the members in accordance with articles 5.3, 5.4 and 5.5 shall be final and binding on all the members. After the development period, should a dispute arise with regard to the manner in which the directors calculate or allocate the levy as aforesaid amongst the members, such dispute shall be determined in accordance with the provisions of article 37.
- 5.7 The levies shall be payable by members in equal monthly (or such other intervals as the directors may from time to time determine) instalments in advance by bank debit order on the first day of each month into the bank account of the Association or by any other method as determined by the directors from time to time.
- 5.8 The directors may from time to time impose special levies, in addition to the special levy imposed in terms of 5.18, upon the members or call upon them to make special contributions in respect of all such expenses which are envisaged in article 5.1. Such levies and contributions may be payable in one sum or by such instalments and at such time or times as the directors shall deem fit.
- 5.9 Any amount due by a member by way of a levy or interest thereon shall be a debt due by him to the Association and interest shall be payable on arrear levies at such rate as may from time to time be determined by the directors.
- 5.10 Notwithstanding the aforesaid, no levies shall be payable by the developer in respect of unsold units.

- 5.11 During the development period the developer shall pay the shortfall between the income derived from levies paid by owners in terms of article 5.3 and the actual expenditure of the Association in each financial year, but shall not otherwise be liable to pay or contribute to any levies or special levies.
- 5.12 Except as provided in article 5.11 above, during and after the development period the developer shall have no liability or obligation to pay or to contribute to any levies or special levies.
- 5.13 The obligation of a member to pay levies shall cease upon his ceasing to be a member, without prejudice to the Association's rights to recover arrear levies and interest thereon. No levies or interest paid by a member shall under any circumstances be repayable by the Association upon such member ceasing to be a member.
- 5.14 A member's successor in title to a unit shall be liable as from the date upon which he becomes the owner of that unit, to pay the levy and interest thereon attributable to that unit.
- 5.15 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 Association in obtaining the recovery of arrear levies or any other arrear amounts due and owing by such member to the Association.
- 5.16 No member shall be entitled to any of the privileges of membership unless and until he shall have paid every levy and interest thereon, and any other sum, if any, which may be due and payable by that member to the Association, from whatsoever cause arising.
- 5.17 The Association may enter into arrangements with the lessee or operator as contemplated in 13.3 relating to the upkeep by the lessee or operator of certain areas (other than agricultural areas and roads) within the development, including, but not limited to, rivers and areas outside of the individual erven. The Association shall be entitled, in perpetuity, to pay to the lessee or operator, on a monthly basis, an amount in payment for the aforementioned services rendered, which

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amount shall not exceed 30% (thirty percent) of all income received by the Association in the form of levies from members.

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5.18 Subject to article 5.22 below, every –

5.18.1. owner of a permanent unit , or where a permanent unit is owned by more than 1 (one) registered owner, all the registered owners of the permanent unit jointly and severally; and

5.18.2 shareholder of a company owning a permanent unit, or member of a close corporation owning a permanent unit, or beneficiary of a trust owning a permanent unit,

shall be liable to pay to the Association a special levy equal to 1% (one percent) of the value of the owner's permanent unit or shareholders interest or members interest or beneficial interest, as the case may be, at the time his permanent unit or shareholders interest or members interest or beneficial interest, as the case may be, is sold, transferred, alienated or otherwise disposed of to any person. For purposes of this article 5.18, "value" means the price at which the permanent unit or shareholders interest or members interest or beneficial interest, as the case may be, is sold, transferred, alienated or otherwise disposed of, provided that where in the opinion of the directors any such sale, transfer, alienation or disposal is not in terms of an arms-length transaction or amounts to a donation, "value" shall mean the market value thereof as determined by a valuer appointed by the directors. Any dispute that may arise in respect of the valuation procured by the directors shall be determined in accordance with the provisions of article 37.

5.19 The special levy contemplated in 5.18 shall –

5.19.1 be payable to the Association against registration of transfer of the owner's permanent unit to a third party or against transfer of the shareholders interest or members interest or beneficial interest, as the case may be;

5.19.2 be imposed upon the owners for purposes of accumulating a capital reserve fund which will only be used to meet the capital expenditure

requirements (including necessary expenditure in relation to the maintenance of capital infrastructure) and not operating expenses of the Association and the golf course. The lessee or operator of the golf course shall have the right to receive payment of 50% (fifty percent) of such special levies or such other amount as may be agreed between the directors and the lessee and/or operator in terms of the lease and management agreement contemplated in 13.3.

- 5.20 The obligation to pay the special levy contemplated in 5.18 shall be deemed to have accrued prior to transfer and accordingly transfer shall be without prejudice to the Association's right to recover such special levy, and interest thereon, after transfer.
- 5.21 No special levy contemplated in 5.18 shall be payable by -
- 5.21.1 the developer, Kleine Zalze or Kleine Zalze Realisation in respect of units or sectional title units transferred by the developer, Kleine Zalze or Kleine Zalze Realisation to any third party;
- 5.21.2 the developer, Kleine Zalze, Kleine Zalze Realisation or any subsidiary or associate company of the developer, Kleine Zalze, Kleine Zalze Realisation in respect of the transfer of any unit or sectional title unit to give effect to an internal reorganisation of the property held by any of these entities.
- 5.21.3 the shareholder of a company owning a permanent unit, or a member of a close corporation owning a permanent unit, or a beneficiary of a trust owning a permanent unit, in respect of the transfer of any permanent unit to a natural person, where the transfer of such permanent unit is exempted from the payment of transfer duty in terms of Section 9 (20) of the Transfer Duty Act, 1949 and the transfer takes place pursuant to the provisions of Paragraph 51 of the Eighth Schedule to the Income Tax Act, 1962.
- 5.22 The special levy contemplated in 5.18 shall only be payable in respect of permanent units or shareholders interest or members interest or beneficial interest, as the case may be, transferred after 1 January 2007.

5.23 The provisions of articles 5.18 to 5.22 (both inclusive) shall apply *mutatis mutandis* to every owner of a sectional title unit, it being the intention that such owner shall also be liable to pay to the Association a special levy equal to 1% (one percent) of the value of the owner's sectional title unit or shareholder's interest or member's interest or beneficial interest, as the case may be, at the time his sectional title unit or shareholder's interest or member's interest or beneficial interest, as the case may be, is sold, transferred, alienated or otherwise disposed of to any person. The body corporate of each sectional title scheme shall procure that its management rules provide for this obligation of its members. The body corporate shall be liable for and shall pay to the Association all amounts to become due to it in terms of this article.

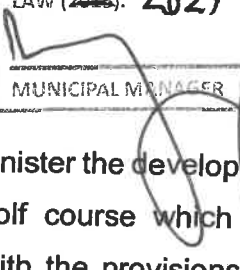
5.24 If a unit is owned by more than 1 (one) person, all the persons owning a share or any interest in that unit shall be jointly and severally liable to the Association for:

5.24.1 the punctual payment of all levies and any other amounts payable in respect of that unit;

5.24.2 the due performance by all the persons owning a share or any interest in that unit of all their obligations;

in terms of, or in connection with or arising in any way whatsoever out of the memorandum and/or the Articles, or any amendment thereof.

5.25 The Association shall invoice the body corporate of a sectional title scheme for all levies payable in respect of the relevant sectional title scheme and the body corporate shall be liable for payment of such levies and shall be responsible to collect the contributions to such levies from its members.

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6 OBLIGATIONS OF THE ASSOCIATION

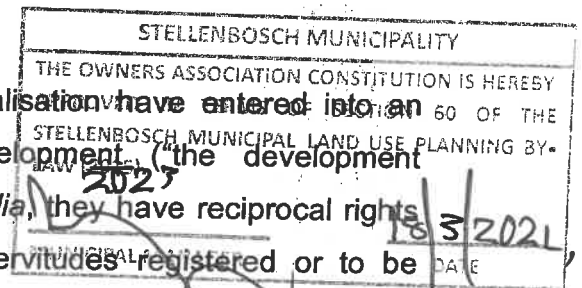
6.1 The obligation to control, manage and administer the development and the common property (other than the golf course which shall be managed and controlled in accordance with the provisions of 13.4) shall vest in the Association.

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- 6.2 The responsibility for the management and control of the development shall be transferred from the developer to the Association on transfer of the first unit and the common property and all facilities thereon shall be transferred in a completed state, provided that if any facilities are incomplete at the date of transfer, the developer shall retain responsibility for the completion thereof, which it shall undertake as soon as practically possible.
- 6.3 The Association shall, in managing the common property and the development in general –
- 6.3.1 ensure that all conditions of approval and scheme regulations for the development are complied with;
- 6.3.2 have due regard to the principles recorded in the Management Framework, the obligations of the SMA Trust and in any environmental management system for the development prepared by the developer; and
- 6.3.3 comply with the obligations placed on the Association in terms of the management framework and the environmental management system, including, but not limited to, the preparation of environmental audit reports and the submission thereof to the local authority.
- 6.4 All facilities and services on the development are to be procured and installed by the developer strictly in accordance with any agreement reached between the developer and a local authority.
- 6.5 The Association and/or the developer may register, where necessary, servitudes across the development in favour of any statutory authority, the developer and/or the Association, whether in respect of any units or sectional title schemes or the common property (including the golf course), provided that the Association may not register any servitudes across any units or sectional title schemes not owned by the Association unless it is compelled to in terms of any agreement or by law.

6.6

The developer and Kleine Zalze Realisation have entered into an agreement in respect of the development ("the development agreement") in terms of which, *inter alia*, they have reciprocal rights and obligations relating to various servitudes registered or to be registered within the development and the developer, Kleine Zalze Realisation and Kleine Zalze undertake to, where necessary, register or procure the registration of such servitudes. The aforementioned servitudes include, but are not limited to, the following –



6.6.1

Kleine Zalze shall cede to the Association the joint use and entitlement to the entrance road servitude from a point on the Techno Park entrance road along a route to the point where the road to be constructed connects with the new road to be constructed on Farm 508;

6.6.2

to the extent that any part of the entrance road to the estate, to be constructed to the north of the Blaauwklippen River starting at the Kleine Zalze entrance to be constructed on the Techno Park road and ending on the bridge across the Blaauwklippen River to the south of the cellar erected on Farm 508, forms part of and falls on the remainder of the Farm 508 of which Kleine Zalze retains ownership, Kleine Zalze shall register a servitude right of way over this portion of Farm 508 in favour of the Association;

6.6.3

Kleine Zalze shall register in favour of the developer a servitude in perpetuity in terms of which the developer shall have the right to occupy and use that area of the Farm 508 forming part of the golf course, which servitude shall be registered in accordance with the terms and conditions contained in the development agreement which provide, *inter alia*, that –

6.6.3.1

the servitude area may at all times be used only as a golf course area;

6.6.3.2

the maintenance and upkeep of the servitude area shall be undertaken by the holder from time to time of the servitude rights to the servitude area;

6.6.3.3

the servitude area shall at all times be maintained in a pristine

condition;

6.6.3.4

in the event of the holder of the right to the servitude area failing to discharge its obligations to maintain the servitude area, Kleine Zalze shall be entitled, after having given the holder of the servitude rights 10 (ten) days' notice to remedy the breach of its obligations, to undertake such works as may be required to remedy the breach and thereafter to recover any costs so incurred by it from the holder of the servitude rights;

6.6.3.5

Kleine Zalze shall be entitled to terminate the servitude on written notice to the holder of the servitude rights in the event that the servitude area should in future not be substantially utilised as part of a golf course for an ongoing period of 6 (six) months (it being recorded that sporadic and/or intermittent usage during such period shall not for purposes of the foregoing qualify as a substantial use);

6.6.3.6

should Kleine Zalze terminate the servitude rights as contemplated above, the servitude area shall thereafter be used only for *bona fide* farming activities or as private open space area;

6.6.4

servitudes which may have to be granted over land within the development, which servitudes are to secure and protect any new services to be installed or constructed for purposes of the development of the estate.

6.7

The Association shall register a local office with the local authority for the payment of District Council levies or such other levies that may be applicable from time to time.

7 RULES

7.1

Subject to any restriction imposed or direction given at a general meeting and the provisions of 13.4, the directors may from time to time make rules in regard to the development, including, and without limiting the generality of the foregoing, with regard to –

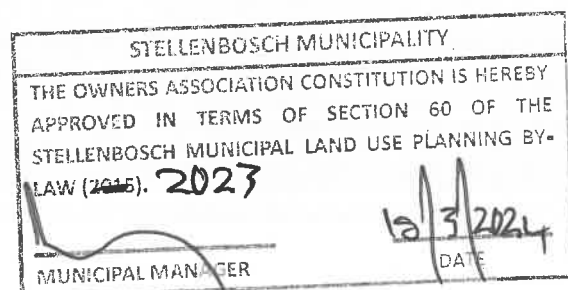
7.1.1

the use and enjoyment of any common facilities;

- 7.1.2 the preservation of the natural environment, including vineyards, vegetation and flora and fauna;
- 7.1.3 the use and allocation of private parking areas forming part of the development for owners and their guests;
- 7.1.4 the right to prohibit, restrict or control the keeping of animals which they regard as dangerous or a nuisance;
- 7.1.5 the use of recreation and entertainment areas and amenities and facilities and the right to levy charges for the use thereof;
- 7.1.6 the use and control of a business unit or business premises forming part of the development;
- 7.1.7 the storage of flammable and other harmful substances;
- 7.1.8 the conduct of any person and the prevention of nuisance of any nature to the owner of any property forming part of the development;
- 7.1.9 the introduction of traffic calming measures;
- 7.1.10 the introduction and maintenance of security facilities;
- 7.1.11 the imposition of fines and other penalties that may be payable by and enforced against members of the Association;
- 7.1.12 generally such other matters as may be necessary for the harmonious and beneficial use and enjoyment of the development;
- 7.1.13 the maintenance of all buildings, outbuildings and structures, improvements of any nature as well as landscaping within the development;
- 7.1.14 the control of the number of occupiers or residents permitted on any one unit or sectional title unit;
- 7.1.15 the imposition of fines by the Association for a contravention of the rules, including, *inter alia*, the failure by an owner to complete construction of a dwelling within the time limits prescribed by the

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- Association from time to time;
- 7.1.16 the admission of any person within the development and the eviction of any person not entitled to be present thereon;
- 7.1.17 the siting of all buildings, outbuildings, structures of any nature, swimming pools and all additions and alterations thereto;
- 7.1.18 the aesthetic appearance, design, specifications and maintenance of dwelling houses and/or outbuildings;
- 7.1.19 restrictions against parking and storing boats, caravans and trailers;
- 7.1.20 the nature, content and design of the gardens within any unit including the establishment and maintenance of landscaping in these areas;
- 7.1.21 the nature of the common property adjacent to any unit including the establishment and maintenance of landscaping in these areas; and
- 7.1.22 the installation, operation and maintenance of irrigation in the common property.
- 7.2 All rules made by the directors in accordance with the provisions of article 7.1 shall be reasonable and shall apply equally to all owners.
- 7.3 The Association may, in general meeting, itself make rules in regard to any matter and may also vary or modify the rules.
- 7.4 Each member undertakes to the Association that he shall comply with all rules made in terms of article 7.1.



8 ENFORCEMENT

8.1 For purposes of the enforcement of any of the rules made by the directors in terms hereof, the directors may MUNICIPAL MANAGER DATE 18/3/2024

8.1.1 give notice to a member concerned requiring him to remedy such breach within such period as the directors may determine

8.1.2 take or cause to be taken such steps as they may consider necessary to remedy the breach of the rule of which the member may be guilty, and debit the cost of so doing to the member concerned, which amount shall then be deemed to be a debt owing by the member concerned to the Association;

8.1.3 take such other action, including court proceedings, as they may deem fit.

8.2 In the event of any breach of the rules by any member's tenants or guests, or, in the instance of a body corporate, the members of the body corporate, 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.

8.3 In the event of any member disputing the fact that he has committed a breach of any of the rules as aforesaid, a committee of three directors appointed by the chairman for that purpose, shall adjudicate upon the issue at such time and in such manner and according to such procedure as the chairman may direct. The decision of the directors shall be final and binding on a member.

8.4 Notwithstanding the foregoing, the directors may, in the name of the Association, enforce the provisions of the rules by proceedings in a court of competent jurisdiction and for this purpose may appoint such attorneys and counsel as they may deem fit.

8.5 It shall be the duty of the manager, or such other person or body as may be empowered by the directors, to ensure compliance by the members with the rules, and to this end, to issue such notices or do such things as may be necessary or requisite.

8.6 Should the directors institute any legal proceedings against any member for the enforcement of the rights of the Association in terms hereof, the Association shall be entitled to recover all legal costs incurred from the member concerned, calculated as between attorney and own client, including tracing fees and collection commission.

9 MAINTENANCE AND FACILITIES

9.1 Subject to the provisions of 13.4, the directors shall have control of all recreational facilities, security facilities, parking and other common facilities and amenities and all agricultural land within the common property.

9.2 Subject to the provisions of 13.4, the directors shall have the power, without prejudice to any other rights of the Association, to –

9.2.1 provide and maintain recreational facilities for use by members;

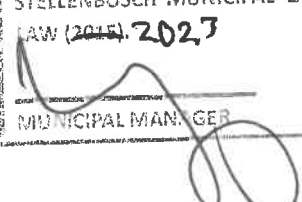
9.2.2 provide and maintain security facilities and services on and about the development;

9.2.3 maintain the services and roads on and about the development;

9.2.4 engage the services of a security company or other personnel to patrol the development and generally to provide security services to the development;

9.2.5 control access to the development;

9.2.6 provide and maintain entrance gates, and guardhouses to control access to the development;

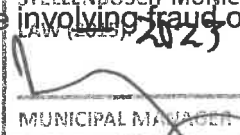
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- 9.2.7 control parking and introduce traffic calming measures;
- 9.2.8 perform such other acts and functions as may be reasonably necessary to give effect to the main object of the Association.

10 MANAGER

- 10.1 During the development period a manager shall be appointed by the developer and the developer shall, in its sole and absolute discretion, determine the fees or remuneration to be paid by the Association to the manager and the other terms and conditions of his contract of appointment. This contract of appointment may extend beyond the development period, provided that the developer shall endeavour to procure in making such appointment that it may, if so required by the Association in general meeting, and subject to the requirements of law, be terminated on reasonable notice after the end of the development period.
- 10.2 After the development period, in the event that an existing manager's contract of appointment is terminated in terms of 10.1, successor managers shall from to time be appointed by the Directors and the Directors shall determine the fees or remuneration to be paid by the Association to such managers and all the other terms and conditions of their contracts of appointment, it being contemplated that at all times the affairs of the Association will be entrusted in whole or in part to a professional manager with appropriate executive powers so as to conform to the requirements of good corporate governance.
- 10.3 The contract with the manager shall provide for the appointment to be revoked and for the manager to cease to hold office, if –
- 10.3.1 where the manager is a company, an order is made for its provisional or final liquidation, or where the manager is a natural person, he surrenders his estate as insolvent or his estate is sequestrated; or

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10.3.2 the manager is convicted of an offence involving fraud or dishonesty;
or

10.3.3 after the development period, a special resolution of the members of the Association is passed to that effect, provided that in such event the manager so removed from office shall not be deprived of any right he may have to claim compensation or damages for breach of contract.

10.4 Subject to the provisions of the Articles and the terms of his appointment, the manager shall have such powers to manage and control the business and affairs of the Association (other than the golf course land which shall be managed and controlled in accordance with the provisions of 13.4) as may be conferred upon him by the directors from time to time. The manager shall keep full records of his administration and shall report to the Association on all matters which in his opinion detrimentally affects the value of the units.

10.5 Should a manager not be appointed in terms of this article 10, then all references in the Articles to the manager shall be deemed to be a reference to the directors.

11 ALIENATION AND OCCUPATION

11.1 No unit, or any share or interest in any unit or sectional title unit or any share or interest in a sectional title unit, may be sold, transferred, leased, alienated or otherwise disposed of to any person without the prior written approval of the Association which approval shall not be unreasonably withheld, and unless –

11.1.1 the person to whom the unit (or any share or interest in the unit) is to be alienated has agreed in writing to be and remain a member of the Association for so long as he is and remains the owner of the unit or share or interest in the unit, as the case may be;

11.1.2 the person to whom the sectional title unit (or any share or interest in such unit) is to be alienated has agreed in writing to abide with all

the terms and conditions of these articles insofar as they relate to the use and enjoyment of such sectional title unit and the use and enjoyment of the common property and facilities; and

11.1.3 the conveyancer nominated in terms of a written deed of sale is obligated to pay on behalf of the owner of the unit or sectional title unit the special levy, if applicable, contemplated in 5.18 and 5.23 to the Association against transfer of the unit, any share or any interest in any unit or the sectional title unit or any share or interest in such sectional title unit. The deed of sale shall furthermore record that the obligation imposed on the conveyancer is imposed for the benefit of the Association which may accept such benefit at any time in writing to the conveyancers; and

11.1.4 the person to whom the shareholders interest or members interest or beneficial interest in any unit or sectional title unit, as the case may be, is to be alienated has agreed in writing to pay on behalf of the owner the special levy, if applicable, contemplated in 5.18 and 5.23 to the Association against transfer of the shareholders interest or members interest or beneficial, as the case may be.

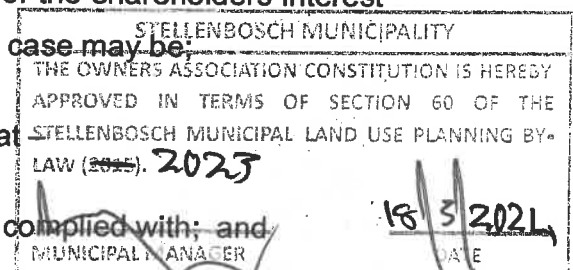
11.1.5 the Association has certified in writing that

11.1.5.1 provisions of article 11.1 have been complied with; and

11.1.5.2 levies for any unit or share or interest in a unit for a period of not less than 3 (three) months after the date of the certificate in question have been paid or secured to the satisfaction of the Association; and

11.1.6 transfer is effected before the expiry of the period referred to in article 11.1.5.2.

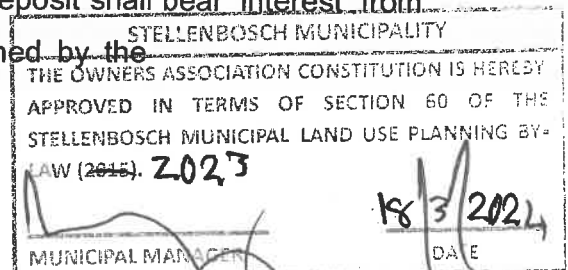
11.2 Notwithstanding the provisions of article 11.1, registration of transfer of a unit to any person shall *ipso facto* constitute that person as a member of the Association.



- 11.3 For the purposes of these Articles, the alienation by a shareholder of his shares in a company owning a unit or a sectional title unit or the alienation by a member of his member's interest in a close corporation owning a unit or a sectional title unit or the alienation by a beneficiary of his interest in a trust owning a unit or a sectional title unit, shall be deemed to be the alienation of a unit for purposes of 11.1.

12 BUILDING REQUIREMENTS

- 12.1 In order to maintain high standards and to ensure an attractive and harmonious development, no building or structure may be erected on any unit or sectional title scheme and the external appearance of any existing or future building or structure may not be changed unless the architectural designs of such building or structure have been prepared and submitted by persons or firms registered with the SA Institute of Architects, are in line with the architectural guidelines for the development and have been approved in writing by the Association or the manager. The Association shall be entitled to charge a reasonable fee agreed to by the Association from time to time for the inspection of any plans and/or specifications submitted to it for approval, whether or not approval is granted and to charge a reasonable fee agreed to by the Association from time to time for the inspection of any plans and/or specifications re-submitted to it for approval.
- 12.2 The Association shall further be entitled to charge a reasonable fee agreed to by the Association from time to time for the removal of building rubble and for supervision of building operations being undertaken on the development.
- 12.3 Prior to commencing construction of any building or structure on a unit or sectional title scheme, the owner or body corporate shall be obliged to deposit such amount as may be determined by the Association from time to time with the directors. Such deposit shall bear interest from time to time at a rate to be determined by the



Association, may be retained by the Association as "rouwkoop" or as a genuine pre-estimate of liquidated damages in the event that the owner breaches any of the provisions of these Articles or the rules relating to building requirements and standards and may be applied by the Association to ensure compliance by the owner or his sub-contractors of his obligations as a member of the Association.

12.4 All buildings and structures shall be built in a good and proper and workmanlike manner and strictly in accordance with the architectural designs approved in accordance with article 12.1, and all erven and improvements thereon shall be kept and maintained in a neat and tidy condition to the satisfaction of the Association.

12.5 If any building or structure is erected in contravention of these Articles or the architectural guidelines, the Association shall be entitled to demolish such building or structure and to claim all costs associated therewith from the owner or resident of the unit or from the Body Corporate of the sectional title scheme on which the building or structure was erected.

12.6 The Association shall further be entitled to create a fund to be used during the development period to defray the costs of maintenance of the roads within the development and the members shall be obliged to contribute a reasonable amount to such fund as determined by the developer from time to time.

13 GOLF CLUB AND THE GOLF COURSE

13.1 A golf club and clubhouse will be established and built for the benefit of the club members.

13.2 The developer shall –

13.2.1 transfer to the Association the portion of the golf course land owned by the developer; and

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- 13.2.2 procure the registration of a servitude/s in favour of the Association in respect of the portion/s of the golf course land not owned by the developer (including, without limitation, the servitude contemplated in 6.6.3).
- 13.3 Thereafter, the Association shall lease the golf course land to a company ("the lessee") established by the developer and Kleine Zalze for purposes of holding leasehold rights in respect of the golf course and which lessee shall –
- 13.3.1 be responsible for the management, operation, maintenance and control of the golf course land and golf course; and
- 13.3.2 have the right to enter into a management agreement ("the management agreement") with an operator ("the operator") for the management, operation, maintenance and control of the golf course land and golf course on its behalf,
- subject to the terms and conditions contained in a written lease agreement ("the lease") to be entered into between the Association and the lessee.
- 13.4 Although the club, the golf course and the golf course land will form part of the common property and facilities, –
- 13.4.1 the manner in which the club, the golf course and the golf course land will be managed, operated, maintained and controlled and the manner in which the expenses in respect of such management, operation, maintenance and control will be met, shall, notwithstanding any provisions to the contrary contained in these Articles, be governed by the terms and conditions of the lease and the management agreement;
- 13.4.2 the Association's members' use and enjoyment of the golf course and the club will be subject to the terms and conditions of the lease and the management agreement and the Constitution of the club.

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and the rules and regulations applicable from time to time in relation to the use and enjoyment of the golf course and club.

13.5 In terms of the Constitution of the club -

13.5.1 membership of the club will include the following categories of members -

13.5.1.1 founder members;

13.5.1.2 owner golf members as contemplated in 13.5.2;

13.5.1.3 non-owner golf members;

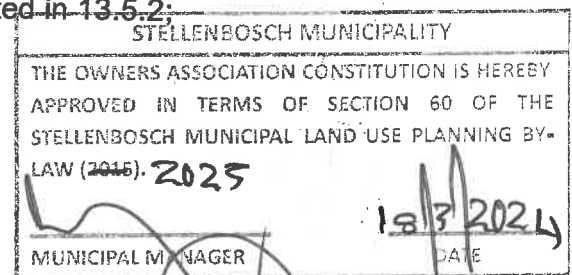
13.5.1.4 hotel/resort members;

13.5.1.5 corporate members;

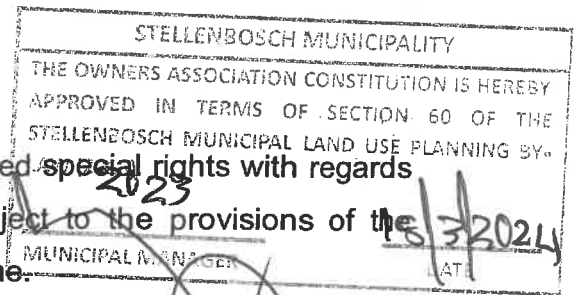
13.5.1.6 such other forms of membership as determined in accordance with the Constitution of the club from time to time, including, but not limited to, individual membership, couple membership, family membership and absentee/country membership;

13.5.2 each owner of a unit or sectional title unit, or in the case of more than one owner, the owners collectively, shall be entitled in respect of each unit or sectional title unit owned by such owner/s to nominate from time to time 2 (two) persons to become members of the club ("owner golf member") who will be entitled to be and remain members for as long as the owner/s nominating such members remain/s the owner/s of the unit or sectional title unit concerned, subject to the provisions of the Constitution of the club from time to time (including any rules made thereunder);

13.5.3 the board of the club may from time to time make, vary or modify conduct rules applicable to the club, subject to the provisions of the Constitution of the club from time to time;



- 13.5.4 the members of the club will be afforded special rights with regards to the booking of playing times, subject to the provisions of the Constitution of the club from time to time.



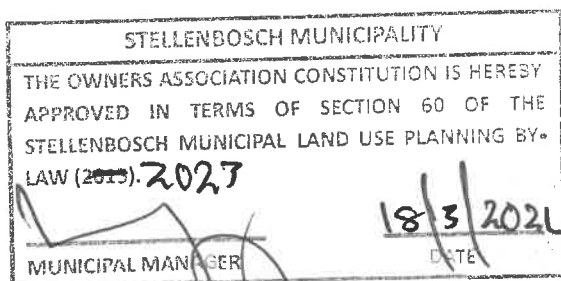
14 RIGHTS OF ACCESS OF MEMBERS TO AGRICULTURAL ERVEN

- 14.1 The members shall be entitled to limited access to and over all agricultural erven which form part of the development.
- 14.2 The right of access, as envisaged in 14.1, shall be subject to the following provisions –
- 14.2.1 such access shall be used only for purposes of recreational walking, jogging or cycling;
- 14.2.2 the access shall be limited to such defined routes and areas as may be determined from time to time by the owner(s) of the agricultural erven;
- 14.2.3 the owner(s) of the agricultural erven shall be entitled from time to time to issue reasonable directives to the members regarding the exercise by such members of their right of access over the agricultural land;
- 14.2.4 the owner(s) of the agricultural erven shall be entitled to temporarily suspend the right of access of members, should any of the members not adhere strictly to all directives issued with regard to the exercise of the rights of access over the agricultural land.
- 14.3 In the event that an owner of an agricultural erf, save for the Association, should have to incur any necessary expenses in establishing and/or maintaining any defined routes or areas in respect of which the right of access of the members may be exercised, as envisaged above, such owner shall be entitled to recover from the Association any necessary expenses so incurred. Notwithstanding the aforesaid, any contribution so made by the Association will not vest in the Association or any of its members any

permanent rights in respect of any of the defined access routes or areas, it being recorded that such access routes and/or areas and, generally, the access to the agricultural erven shall at all times be under the control of and at the behest of the owner(s) of such agricultural erven.

15 SPECIFIC PROVISIONS TO APPLY TO NON-PERMANENT UNITS

- 15.1 No non-permanent unit which is intended to be used as part of a syndication ownership scheme, fractional ownership scheme, a time share scheme, a share block scheme or some other scheme or arrangement of similar nature shall be owned directly or indirectly by more than 13 (thirteen) persons without the prior written consent of the Association.
- 15.2 Not more than 2 (two) persons per bedroom shall at any time occupy or reside in any non-permanent unit, whether temporarily or otherwise.
- 15.3 No owner of any non-permanent unit which is a sectional title unit or of any share or any interest in that sectional title unit shall in anyway:
- 15.3.1 advertise that unit or any part thereof for letting, occupation or use for any purpose unless it complies with such reasonable regulations or guidelines as the Association may impose from time to time relating the advertising or letting, occupation or use of non- permanent units.
- 15.3.2 let, permit any person to occupy, or use that non-permanent unit or any part thereof, unless:
- 15.3.2.1 this is done through a central reservation system approved by the Association in writing and which is operated for the specific sectional title scheme or business unit by a single operator; and



15.3.2.2 such operator has agreed and undertaken in writing to comply with such terms and conditions as the Association may reasonably require from time to time, in terms of which such operator is, *inter alia*, to be responsible to the Association for ensuring that:

15.3.2.2.1 any person/s to whom that unit is let or who is permitted to occupy, or use that unit or any part thereof; and

15.3.2.2.2 all other persons who occupy that unit through any person/s to whom that unit is let or who is permitted to occupy, or use that unit;

comply with the relevant provisions of these articles and any rules and regulations imposed in terms thereof;

15.3.3 let, permit any person to occupy, or use that unit or any part thereof without the prior written consent of the Association, unless the central reservation system reflects the name/s and residential address/es of such persons for the period over which such person/s will be resident in that unit, it being recorded that this restriction shall not preclude the occupation and use of any such units by persons who are logged onto the central reservation system without prior reservations having been made;

15.3.4 let, permit any person to occupy or use that unit or any part of that unit for permanent use or occupation and where any person uses or occupies that unit for more than 180 (one hundred and eighty days) during any period of 12 (twelve) months the onus shall rest on that person to prove that he or she is not occupying that unit for permanent use or occupation.

16 GENERAL MEETINGS

16.1 The Association shall from time to time hold annual general meetings as provided in the Act.

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16.2 Save as may be provided in the Act, members may not convene a general meeting of the Association, except where all the directors have become incapacitated or have ceased to be directors, in which event 2 (two) or more members may convene a general meeting on due notice to all members entitled thereto, and may recover the cost of so doing from the Association.

16.3 The directors –

16.3.1 may, whenever they deem fit, convene a general meeting of the Association;

16.3.2 shall convene a general meeting if requisitioned in terms of the Act.

17 VENUE OF MEETINGS

17.1 Subject to the provisions of the Act, all general meetings, whether annual or otherwise, shall be held at such time and place as may be determined by the directors from time to time.

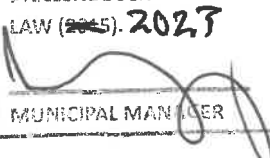
17.2 Notwithstanding the provisions of article 17.1, the members may, by simple majority, direct that the annual general meeting of the Association shall be held at such other place as the members may deem fit.

18 NOTICE OF GENERAL MEETINGS

18.1 Not less than 21 (twenty one) clear days notice shall be given of all annual general meetings or meetings called for the passing of a special resolution and not less than 14 (fourteen) clear days notice shall be given of any other general meeting –

18.1.1 in the manner hereinafter determined;

18.1.2 to such persons as are, in accordance with the provisions of the Articles, entitled to receive notice of all meetings from the Association.

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18.2 The notice shall specify the place, day and time of the meeting and the nature of the business to be transacted thereat.

18.3 Whenever notice of a meeting is given pursuant to this Article, the Association shall forward a copy thereof to the auditors of the Association and to the manager.

18.4 The accidental omission to give notice of a meeting or, where applicable, to send an instrument of proxy therewith, or the failure to receive a notice or proxy by any person entitled thereto, or the late receipt thereof, shall not invalidate the proceedings at that meeting.

19 PROCEEDINGS AT GENERAL MEETINGS

19.1 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 and remuneration of the auditors.

19.2 The quorum for a general meeting shall be 5% (five percent) of the members entitled to vote at such general meeting, provided that there shall always be at least 3 (three) members present in person.

19.3 No business shall be transacted at any general meeting unless a quorum is present.

19.4 A corporate body, being a member of the Association, and which is represented by a duly appointed representative, shall be deemed to be a member personally present for the purpose of this Article. In the event of any unit being owned by more than one party, the co-owners of any such unit shall appoint from amongst them one co-owner who alone shall be entitled to attend, participate and vote at any general meeting.

19.5 If –

19.5.1 within 10 (ten) minutes from the time appointed for the meeting; or

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19.5.2 at any time during the course of the meeting, if a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved.

19.6 If a meeting is dissolved as in article 19.5 above, it shall stand adjourned to a date not earlier than 7 (seven) days and not later than 21 (twenty one) days after the date of the meeting as the chairman may determine, and at the same time and place or, if not possible, at such other time and/or place as the chairman of the meeting shall appoint.

19.7 If at such adjourned meeting a quorum is not present within 10 (ten) minutes from the time appointed for holding the meeting, then any two members who are present in person or by proxy and are entitled to vote shall be a quorum and may transact the business for which the meeting was called.

19.8 The chairman, or, in his absence, the vice-chairman (if any), shall preside as chairman at every general meeting of the Association.

19.9 If there is no such chairman or vice-chairman, or at any meeting neither the chairman nor the vice-chairman is present within 10 (ten) minutes after the time appointed for the meeting, or if neither of them is willing to act as chairman, the directors present, shall choose one of their number to act as such, but if 1 (one) director only is present, he shall preside as chairman if he is willing so to act.

19.10 In the absence of a chairman in terms of article 19.8 and 19.9, the members present shall elect one of their number to act as chairman.

19.11 The chairman may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place, but no business may be transacted at any adjourned meeting, except such business as may lawfully have been transacted at the meeting which was adjourned.

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- 19.12 Where a meeting has been adjourned in terms of article 19.6 or article 19.11, the Association shall, upon a date not later than 3 (three) days after the adjournment, publish in a newspaper circulating in the province where the office is situate, a notice stating –
- 19.12.1 the date, time and place to which the meeting has been adjourned;
- 19.12.2 the matter before the meeting when it was adjourned; and
- 19.12.3 the grounds for the adjournment.
- 19.13 At a general meeting a resolution put to the vote of the meeting shall be decided on the basis set out in article 20.
- 19.14 A declaration by the chairman of the meeting that a resolution has not been passed by a particular majority, or rejected (and an entry to that effect in the minute book) shall be conclusive evidence of that fact.
- 19.15 In the case of an equality of votes the developer, during the development phase, shall have a second or casting vote.
- 19.16 The chairman of a meeting may appoint any firm or persons to act as scrutineers for the purpose of checking the powers of attorney received and for counting the votes at the meeting, and act on a certificate given by any such scrutineers without requiring production at the meeting of the forms of proxy or himself counting the votes.
- 19.17 If any votes were counted which ought not to have been counted or if any votes were not counted which ought to have been counted, the error shall not vitiate the resolution unless –
- 19.17.1 it be brought to the attention of the chairman at the meeting; and
- 19.17.2 in the opinion of the chairman of the meeting, it be of sufficient magnitude to vitiate the resolution.
- 19.18 Any objection to the admissibility of any vote shall be raised –

- 19.18.1 at the meeting or adjourned meeting at which the vote objected to was recorded; or
- 19.18.2 at the meeting or adjourned meeting at which the result of the poll was announced,

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and every vote not then disallowed shall be valid for all purposes. Any objection made timeously shall be referred to the chairman of the meeting, whose decision shall be final and conclusive.

- 19.19 Even if he is not a member, any director, or the Association's attorney (or where the Association's attorneys are a firm, any partner or director thereof), may attend and speak at any general meeting, but may not vote unless he is a member or the proxy or representative of a member.

20 VOTES OF MEMBERS

- 20.1 At every general meeting –
- 20.1.1 the owner/s of a unit shall have 1 (one) vote in respect of each unit, it being specifically recorded that there shall at all times be only 1 (one) vote in respect of each unit notwithstanding the number of registered co-owners of such unit; and
- 20.1.2 a body corporate of a sectional title scheme shall have a number of votes equal to the number of base levies payable by such body corporate to the Association which votes shall be cast by the chairman of the body corporate of the relevant sectional title scheme or his or her nominee Any corporate body which is a member may, by resolution of its directors or other governing body, appoint a person to act as its representative at any general meeting of the Association.
- 20.1.3 subject to article 20.1.2, where a unit is owned by more than 1 (one) registered owner, only 1 (one) of the registered owners of the unit shall be permitted to attend, speak and/or vote at the meeting.

- 20.2 Any corporate body which is a member may, by resolution of its directors or other governing body, appoint a person to act as its representative at any general meeting of the Association.
- 20.3 Such representative shall be entitled to exercise the same rights on behalf of the corporate body which he represents as that corporate body could exercise if it were an individual who was a member of the Association.
- 20.4 The rights of any co-owners including, *inter alia*, the voting rights, shall be cast by the liaison officer appointed in terms of article 36.
- 20.5 The directors may, but shall not be obliged, to require proof to their satisfaction of the appointment or authority of such representative.
- 20.6 Subject to any express provision to the contrary contained in these Articles, no member other than a member duly registered, and who shall have paid every levy and other sum, if any, due and payable to the Association, shall be entitled to vote at a general meeting.
- 20.7 No resolution of members shall be passed unless the developer, during the development period, has voted in favour thereof.

21 PROXIES

- 21.1 The appointment of a proxy shall be in writing under the hand of the person making such appointment or his agent, duly authorised in writing. If the appointee be a corporate body, the power of attorney shall be signed in the manner which and by the person who binds that corporate body.
- 21.2 The agent under a power of attorney of a member is entitled, if so authorised by the power of attorney, to vote on behalf of and represent such member at any meeting of the Association.
- 21.3 A proxy must be a member of the Association and a member may appoint more than 1 (one) proxy to act on his behalf on the same occasion.

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- 21.4 The directors may, if they think fit, send out with the notice of any meeting, forms of proxy for use at the meeting. Every instrument of proxy, whether for a specified meeting or otherwise, shall be in the form or to the effect of the following, or in such other form as the directors may approve, in either case under the heading of or referring to the Association's name.

"I/We, of
..... being a
member(s) of (Association
incorporated under Section 21), hereby appoint
..... of or failing him
..... of or
failing him of
..... or failing him the chairman of the meeting
as my/our proxy to vote for me/us and on my/our behalf at the annual
general or general meeting (as the case may be) of the Association
to be held on the day of
..... and at any adjournment thereof
as follows –

	In favour of	Against	Abstain
Resolution No			
Resolution No			
Resolution No			

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

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

Signed this day of

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Signature.

(Note: A member entitled to attend and vote is entitled to appoint a proxy to attend, speak and on a poll vote in his stead, and such proxy need not also be a member of the Association)"

21.4.1 Any power of attorney and any 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 of attorney shall be deposited at the office or at such other place within South Africa as is specified for that purpose in the notice convening the meeting, not less than 48 (forty eight) hours (excluding Saturdays, Sundays and public holidays) before the time appointed for holding –

21.4.1.1 the meeting or adjourned meeting at which the person named in such instrument proposes to vote;

21.4.1.2 a poll, where a poll is to be held after a meeting or adjourned meeting.

21.4.2 If the power of attorney or other instrument of proxy is not deposited timeously, it shall not be treated as valid.

21.4.3 Unless specifically otherwise stated in the proxy, no instrument appointing a proxy shall be valid after the expiration of 6 (six) months from the date thereof except at a poll demanded at a meeting originally held within the 6 (six) months after the date of such instrument, or at an adjourned meeting of a meeting held within such period.

21.5 A vote by virtue of a power of attorney or an instrument of proxy shall be valid notwithstanding the previous legal incapacity of the principal or revocation of the power of attorney or instrument of proxy, unless an intimation in writing of such legal incapacity is received by the Association at the office not less than 24 (twenty four) hours before commencement of the meeting or the taking of the poll at which the instrument of proxy is used.

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22. DIRECTORS

- 22.1 There shall be a board of directors of the Association which shall consist of not less than 4 (four) and not more than 7 (seven) directors.
- 22.2 Each director shall be an individual but need not himself be a member of the Association. A director, however, by accepting his appointment to office as such, shall be deemed to have agreed to be bound by the provisions of these Articles.
- 22.3 Any person or group of persons appointing a director shall be entitled to remove that director and to replace the director so removed with another director.
- 22.4 Each director shall be entitled to appoint an alternate director to act in his place and stead.

23. POWERS OF DIRECTORS

- 23.1 The management and control of the business of the Association shall be vested in the directors who, in addition to the powers and authorities expressly conferred upon them by these Articles, may exercise all powers and authorities and perform all acts which may be exercised or done by the Association, and are not hereby or by the Act expressly reserved to the Association in general meeting. Such management and control may not be inconsistent with the Articles nor with the provisions of the Act, and the general powers given by this article shall not be limited or restricted by any special authority or power given to the directors by any other Article.
- 23.2 The directors may from time to time, and with the consent of the members, borrow such amounts for the purpose of the Association as the members may approve from time to time.
- 23.3 The directors may delegate any of their powers to an executive or other committee, whether consisting of a member or members of their body or not as they think fit. Any committee so formed shall, in

the exercise of the powers so delegated, conform to any regulations authorising the appointment of sub-committees that may from time to time be prescribed by the directors.

23.4 The directors shall not be entitled to undertake, on behalf of the Association, any works of a capital nature, without the sanction of a resolution of the Association in general meeting. Notwithstanding the foregoing, the Directors shall be entitled to spend a maximum of R500 000 (five hundred thousand rand) per annum on works of a capital nature, in the case of emergencies, provision of essential services or to protect the company's assets. A full report of such expenditure must be submitted to the members at the ensuing AGM.

23.5 A director is required to –

23.5.1 perform the functions of office in good faith, honesty and in a transparent manner; and

23.5.2 at all times act in the best interests of the Association, and in such a way that the credibility and integrity of the Association is not compromised in any way.

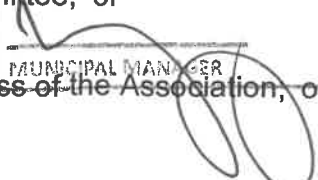
24 REMUNERATION

24.1 The directors shall be entitled to such remuneration as the Association in general meeting may from time to time determine, which remuneration shall be divided among the directors in such proportions as they may agree, or in default of such agreement, equally, except that in such event any director holding office for less than a year shall only rank in such division in proportion to the period during which he has actually held office. Remuneration shall accrue to the directors from day to day.

24.2 Any director who –

24.2.1 serves on any executive or other committee; or

24.2.2 devotes special attention to the business of the Association; or

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24.2.3 otherwise performs or binds himself to perform services which, in the opinion of the directors, are outside the scope of the ordinary duties of a director, may be paid such extra remuneration or allowances in addition to or in substitution of the remuneration to which he may be entitled as a director, as a disinterested quorum of the directors may from time to time determine.

24.3 The directors shall also be paid all their travelling and other expenses necessarily expended by them in connection with the business of the Association and their attendance at meetings of the directors or of committees of the directors of the Association.

25 DISQUALIFICATION FROM OFFICE AND LIMITATIONS

25.1 Without prejudice to any contrary provisions in the Articles, the office of a director shall be vacated in any of the following events –

25.1.1 if his estate is sequestrated or he assigns his estate or enters into a general compromise with his creditors;

25.1.2 if he is found to be or becomes of unsound mind;

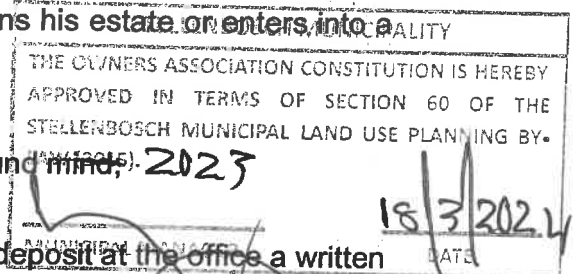
25.1.3 if a majority of his co-directors sign and deposit at the office a written notice wherein he is requested to vacate his office (which shall become operative on deposit at the office);

25.1.4 if he shall, pursuant to the provisions of the Act or any order made thereunder, be prohibited from acting as a director;

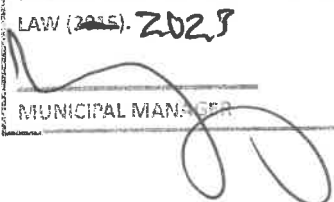
25.1.5 if he resigns his office by notice in writing to the Association;

25.1.6 if he is absent from meetings of the directors for 6 (six) consecutive months without leave of the directors otherwise than on the business of the Association;

25.1.7 if the directors resolve that his office be, by reason of such absence, vacated, provided that the directors shall have the power to grant to any director a leave of absence for a definite or indefinite period.



- 25.2 A director may hold any other office or place of profit under the Association (except that of auditor) in conjunction with his office of director, for such period and on such terms as to remuneration (in addition to the remuneration to which he may be entitled as a director) and otherwise as a disinterested quorum of the directors may determine.
- 25.3 A director of the Association may be or become a director or other officer of, or otherwise interested in, any company promoted by the Association or in which the Association may be interested as shareholder or otherwise and (except in so far as otherwise decided by the directors) he shall not be accountable for any remuneration or other benefits received by him as a director or officer of or from his interest in such other company.
- 25.4 Any director may act by himself or through his firm in a professional capacity for the Association (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director.
- 25.5 A director who is in any way, whether directly or indirectly, interested in a contract or arrangement or proposed contract or arrangement with the Association, shall declare the nature of his interest in accordance with the Act.
- 25.6 No director or intended director shall be disqualified by his office from contracting with the Association with regard to –
- 25.6.1 his tenure of any other office or place of profit under the Association or in any company promoted by the Association or in which the Association is interested;
- 25.6.2 professional services rendered or to be rendered by such director;
- 25.6.3 any sale or other transaction.

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- 25.7 A director may not vote or be counted in the quorum (and if he shall do so his vote shall not be counted) on any resolution for his own appointment to any other office or place of profit under the Association or in respect of any contract or arrangement in which he is interested, but this prohibition shall not apply to –
- 25.7.1 any arrangement for giving to any director any security or indemnity in respect of money lent by him to or obligations undertaken by him for the benefit of the Association; or
- 25.7.2 any arrangement for the giving by the Association of any security to a third party in respect of a debt or obligation of the Association which the director has himself guaranteed or secured; or
- 25.7.3 any contract or arrangement with a corporation in which he is interested by reason only of being a director, officer, creditor or member of such corporation;
- and these prohibitions may at any time be suspended or relaxed either generally, or in respect of any particular contract or arrangement, by the Association in general meeting.
- 25.8 A contract which violates the terms of article 25.7 can be ratified by the Association in general meeting.
- 25.9 The terms of article 25.7 shall not prevent a director from voting as a member at a general meeting at which a resolution in which he has a personal interest is tabled.
- 25.10 The directors may exercise the voting powers conferred by the shares held or owned by the Association in any other company in such manner in all respects as they think fit, including the exercise thereof in favour of any resolution appointing themselves or any of them to be directors or officers of such other company or for determining any payment of or remuneration to the directors or officers of such other company.

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- 25.11 A director may vote in favour of a resolution referred to in article 25.7 for the exercise of the voting rights in the manner described in article 25.10 notwithstanding that he may be, or is about to become, a director or other officer of such other company and for that or any other reason may be interested in the exercise of such voting rights in the manner aforesaid.

26 RETIREMENT OF DIRECTORS

- 26.1 Subject to the provisions of 25.1, each director shall hold office as such from the date of his appointment until the next annual general meeting following his appointment, or, at his discretion, until the 2nd (second) annual general meeting following his appointment at which annual general meeting each director shall be deemed to have retired from office, provided that where the directors have appointed a person as a director shall retire at the first annual general meeting following his appointment, but shall be eligible for re-election.
- 26.2 A director retiring, or who is deemed to be retiring, at a meeting shall retain office until the election of directors at that meeting has been completed.
- 26.3 Retiring directors shall be eligible for re-election.
- 26.4 No person, other than a director retiring at the meeting shall, unless recommended by the directors, be eligible for election to the office of a director at any general meeting, unless –
- 26.4.1 not more than 14 (fourteen), but at least 7 (seven) clear days before the day appointed for the meeting, there shall have been delivered at the office a notice in writing by a member (who may also be the proposed director) duly qualified to be present and vote at the meeting for which such notice is given;
- 26.4.2 such notice sets out the member's intention to propose a specific person for election as director; and

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26.4.3 notice in writing by the proposed person of his willingness to be elected is attached thereto (except where the proposer is the same person as the proposed).

26.5 The Association may at the meeting at which a director retires, fill the vacated office by electing a person thereto and in default the retiring director, if willing to continue to act, shall be deemed to have been re-elected, unless –

26.5.1 it is expressly resolved at such meeting not to fill such vacated office; or

26.5.2 a resolution for the re-election of such director shall have been put to the meeting and rejected.

26.6 The Association in general meeting or the directors may appoint any person as director to fill a casual vacancy.

27 PROCEEDINGS OF DIRECTORS MEETINGS

27.1 The directors may meet for the despatch of business, adjourn, and otherwise regulate their meetings as they think fit.

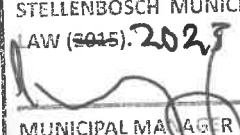
27.2 Until otherwise determined by the directors, 4 (four) directors shall form a quorum.

27.3 The chairman may at any time, and the secretary, upon the request of a director shall, at any time, convene a meeting of the directors.

27.4 The directors shall determine the number of days notice to be given for directors meetings, and the form of that notice.

27.5 A director who is not in South Africa shall not be entitled to notice of any meeting.

27.6 The directors may elect a chairman and a vice-chairman (to act in the absence of the chairman) of their meetings

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- 27.7 If no chairman or vice-chairman is elected, or if at any meeting the chairman or vice-chairman is not present within 5 (five) minutes after the time appointed for holding the meeting, the directors present shall choose one of their number to be chairman at such meeting.
- 27.8 All questions arising at any meeting shall be decided by a majority of votes provided that no resolution shall be passed unless at least 2 (two) directors appointed by the developer during the development phase shall have voted in favour thereof.
- 27.9 In the case of an equality of votes, the chairman shall not have a second or casting vote.
- 27.10 A meeting of the directors at which a quorum is present shall be entitled to exercise all or any of the powers, authorities and discretions conferred by or in terms of the Articles which are vested in or are exercisable by the directors generally.
- 27.11 A resolution in writing signed by –
- 27.11.1 all the directors; or
- 27.11.2 all the directors who may at the time be present in the town where the office is situate and who form a quorum;

shall be as valid and effectual as a resolution passed at a meeting of the directors duly called and constituted.

- 27.12 Such resolutions –
- 27.12.1 may consist of one or more documents so signed;
- 27.12.2 shall have regard to the provisions of Section 238 of the Act;
- 27.12.3 shall be delivered to the secretary without delay, and shall be recorded by him in the Association's minute book.

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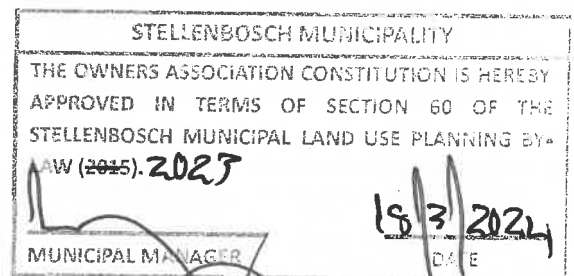
- 27.13 Such resolution shall be deemed to have been passed on the day it was signed by the last director or alternate director who is entitled to sign it.
- 27.14 A resolution referred to in article 27.11 which is not signed by all the directors shall be inoperative if it shall purport to authorise any act which a meeting of the directors has decided shall not be authorised, until confirmed by a meeting of directors.
- 27.15 The meetings and proceedings of any committee consisting of 2 (two) or more directors shall be governed by the provisions hereof in regard to meetings and proceedings of the directors so far as the same are applicable thereto and are not superseded by any regulations made by the directors.
- 27.16 All acts performed by the directors or by a committee of directors or by any person acting as a director or a member of a committee shall, notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of the directors or persons acting as aforesaid, or that any of them were disqualified from or had vacated office, be as valid as if every such person had been duly appointed and was qualified and had continued to be a director or member of such committee.

28 MINUTES

- 28.1 The directors shall cause minutes to be made of— 2023
- 28.1.1 all appointments of officers made by the directors;
- 28.1.2 the names of the directors present at each meeting of the directors;
- 28.1.3 all resolutions and proceedings at each meeting of the Association;
- 28.1.4 all resolutions and proceedings at each meeting of the directors.

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- 28.2 Minutes of any resolutions and proceedings mentioned in article 28.1 appearing in one of the minute books of the Association, shall be proof of the facts therein stated if signed by –
- 28.2.1 any person purporting to be the chairman of the meeting to which it relates; or
- 28.2.2 any person present at the meeting and appointed by the directors to sign in the chairman's place; or
- 28.2.3 the chairman of a subsequent meeting of the directors.
- 28.3 Any extract from or copy of those minutes purporting to be signed by –
- 28.3.1 the chairman of that meeting; or
- 28.3.2 any director; or
- 28.3.3 the secretary;



shall be *prima facie* proof of the facts therein stated.

29 PROFESSIONAL OFFICERS

- 29.1 The directors shall, at all times, have the right to engage on behalf of the Association the services of accountants, auditors, attorneys, advocates, architects, engineers, estate managers and any professional person or firm and/or any other employees whatsoever for any reason deemed necessary by the directors.
- 29.2 The engagement of the professional officers referred to in article 29.1 shall be on such terms as the directors shall decide, subject to any of the provisions of these Articles.
- 29.3 Any power of attorney may contain such provisions for the protection and convenience of persons dealing with any agent appointed by the directors as the directors may think fit.

30 AUTHORISATION OF DOCUMENTS

- 30.1 Any director or the secretary or any person appointed by the directors for the purpose shall have power to authenticate –
- 30.1.1 the memorandum and Articles of association;
- 30.1.2 any resolutions passed by the Association or the directors;
- 30.1.3 any books, records, documents and accounts relating to the business of the Association;

and to certify copies thereof or extracts therefrom as true copies or extracts.

- 30.2 Where any books, records, documents or accounts are elsewhere than at the office, the local manager or other officer of the Association or other person having the custody thereof shall be deemed to be a person duly appointed by the directors for the abovementioned purpose.
- 30.3 Subject to the provisions of the Act, a member shall not be entitled to demand that –
- 30.3.1 any book, document or record be shown to him;
- 30.3.2 any information concerning the Association's affairs be disclosed to him,

if the directors in their sole and absolute discretion (which may not be disputed) consider that it is not in the Association's interest to show that book, document or record to the member, or to disclose that information to him.

31 ACCOUNTING RECORDS

- 31.1 The directors shall cause to be kept such accounting records as are prescribed by the Act.

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- 31.2 The accounting records shall be kept at the office or (subject to the provisions of the Act) at such other place as the directors deem fit, and shall at all times be open to inspection by the directors.
- 31.3 A copy of all financial statements (including every document required by law to be annexed thereto) which are to be laid before the Association in general meeting, together with copies of the directors' and auditors' reports, shall be delivered or sent by post to the registered address of each member and to every person entitled to receive notice of a general meeting.
- 31.4 The documents referred to in article 31.3 shall be sent at least 21 (twenty one) days before such general meeting provided that such documents need not be sent to any person who is not entitled to receive notice of general meetings of the Association or whose address is not known to the Association.
- 31.5 At least once in every financial year, the accounts of the Association shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by the auditors.

32 NOTICES

- 32.1 Any notice or other document may be served by the Association upon any member by –
- 32.1.1 delivering it to him personally; or
- 32.1.2 sending it via electronic mail or by post in a prepaid letter, envelope or wrapper, addressed to such member at his registered address.
- 32.2 Any member described in the register of members by an address not within South Africa and who shall from time to time furnish the Association with an address within South Africa at which notices can be served upon him, shall be entitled to have notices served upon him at such address.

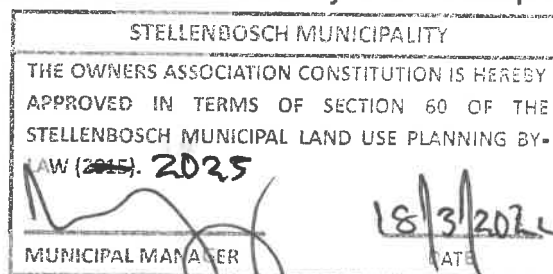
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- 32.3 Save as determined in the Articles or in the Act, no member other than a registered member whose address appears in the register of members as in South Africa, shall be entitled to receive any notice from the Association.
- 32.4 Any notice or other document, if served by post, shall be deemed to have been served at the time when the same was posted, and in proving such service, it shall be sufficient to prove that the notice or document was properly addressed, stamped and posted.
- 32.5 Save as otherwise expressly provided, where a given number of days notice, or notice extending over any period is required to be given, the day of service shall not be counted in the number of days or other period.

33 ENTRENCHED PROVISIONS

The developer and Kleine Zalze (as owner of Farm 508) have a continuing and permanent interest in ensuring that certain provisions are entrenched in perpetuity for purposes of ensuring the success of the development. Accordingly, none of the following provisions may be deleted or varied in any way without the prior written consent of the developer and, only in respect of those provisions which specifically refer to Kleine Zalze –

- 33.1 the name of the development shall be “De Zalze Winelands Golf Estate” which name shall not be changed without the prior consent of Kleine Zalze and the developer;
- 33.2 if guest houses or resort lodges or other similar facilities are established on Farm 508 by Kleine Zalze, all persons occupying such accommodation shall from time to time be granted the same rights in respect of the golf course and the club as those granted to guests of any other hotel, guest house, guest lodge or any other temporary accommodation facilities to be erected by the developer on the development;

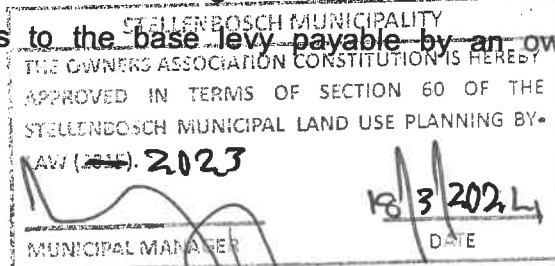


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- 33.3 Kleine Zalze shall not be limited in any way regarding the use of the Kleine Zalze entrance and that part of the entrance road to the development to be constructed to the north of the Blaauwklippen River starting at the Kleine Zalze entrance to be constructed on the Techno Park Road and ending on the bridge to cross the Blaauwklippen River to the south of the cellar erected on Farm 508 ("the Kleine Zalze access road"), by it, its employees, agents and visitors, it being recorded that the access road will be used by agricultural vehicles and heavy duty trucks of Kleine Zalze, its suppliers and customers, provided that Kleine Zalze shall not permit any vehicles carrying abnormal loads, exceeding the load-bearing capacity to which the Kleine Zalze access road will be designed, to use the Kleine Zalze access road. Should any damage, other than normal wear and tear, be caused to the Kleine Zalze access road by any vehicles using the road at the instance of Kleine Zalze, such damage shall be repaired by Kleine Zalze at its expense;
- 33.4 the Kleine Zalze entrance and the Kleine Zalze access road shall not be available for use by members who own units situate to the south of the Blaauwklippen River or for use by owners of sectional title units in sectional title schemes situate to the south of the said river, the visitors, agents, employees or contractors of any such parties, as a general access route to the R44. Kleine Zalze, in consultation with the Association, shall be entitled to construct and maintain on the Kleine Zalze access road such appropriate traffic reduction measures as it may consider appropriate in order to prevent the use of the Kleine Zalze access road in contravention with the provisions of this article. Similarly, the internal roads on the south side of the development and the entrance gate established by the developer on the R44 shall not be available as a general access route to the R44 for owners of properties situate on the north side of the development;
- 33.5 Kleine Zalze shall be entitled to erect at the Kleine Zalze entrance, and similarly, the developer at any other entrance of the development, any such name and/or signboards and display such information as it may consider appropriate, subject only to

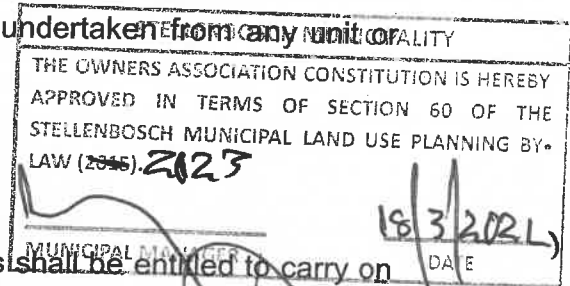
compliance with statutory regulations and restrictions, and furthermore subject to such signage being in keeping with the style, content and format to apply for all signage to be erected in respect of the development (which style, content and format is to be agreed upon between Kleine Zalze, the developer and the Association) and furthermore subject to such signage, unless otherwise agreed by the Association, being placed separately from any gatehouse structure to be constructed at any of the entrances;

- 33.6 subject to the developer's, the lessee's, the operator's and/or the Association's right to charge a reasonable fee and subject to the terms and conditions of the lease and management agreement as contemplated in 13.3 and the Constitution of the club and the rules made in terms thereof, members shall have a permanent right of access to the recreational and/or sporting facilities created by the developer on the development;
- 33.7 no member shall be entitled to object to the subdivision and/or development of any part of the development, provided that such subdivision and/or development is not inconsistent with the development plan approved by the local authority for the development;
- 33.8 no unit shall be subdivided or rezoned, and no units shall be consolidated, during the development period without the prior written consent of the developer or without the prior written consent of the Association after the termination of the development period;
- 33.9 ownership of a unit or sectional title unit does not confer any right in respect of property owned by the developer, including any right of way or access across such property;
- 33.10 the levies allocated by the directors to owners of various units and sectional title schemes in accordance with 5.3.2 - 5.3.8 shall not exceed the ratio as at the date of registration of the Association of such allocation of levies to the base levy payable by an owner of a permanent unit.



34 COMMERCIAL ACTIVITIES

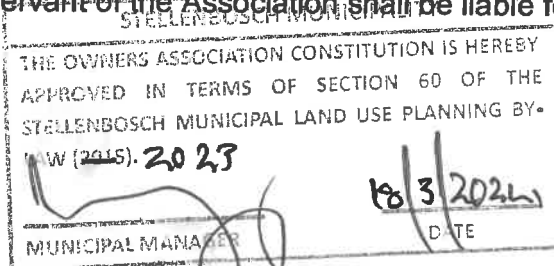
- 34.1 Commercial activities will be carried out on agricultural erven and business units within the development and it will be in the interests of the development to ensure the commercial viability of such commercial activities. Accordingly, the Association shall not make any unreasonable decisions to the detriment of business units and agricultural erf owners.
- 34.2 Any dispute that may arise in respect of any decision taken by the Association shall be determined in accordance with the provisions of article 37.
- 34.3 Subject to article 34.4, no commercial activities of any nature whatsoever, including, but not limited to, the operating of a bed and breakfast and/or guest house, shall be undertaken from any unit or sectional title scheme.
- 34.4 Notwithstanding the provisions of 34.3, –
- 34.4.1 the developer and/or its representatives shall be entitled to carry on the business of an estate agency within the development;
- 34.4.2 the developer shall be entitled to develop and operate "golf villas", subject to the provisions of these articles; and
- 34.4.3 the developer of Remainder Erf 557 shall be entitled to develop and operate golf lodges on that property, subject to the provisions of these articles; and
- 34.4.4 Kleine Zalze shall be entitled to –
- 34.4.4.1 continue operating the existing guest house, restaurant, cellar and wine storage facilities; and
- 34.4.4.2 extend and expand the existing guest house, restaurant, cellar and wine storage facilities onto such areas agreed to between Kleine Zalze and the developer; and

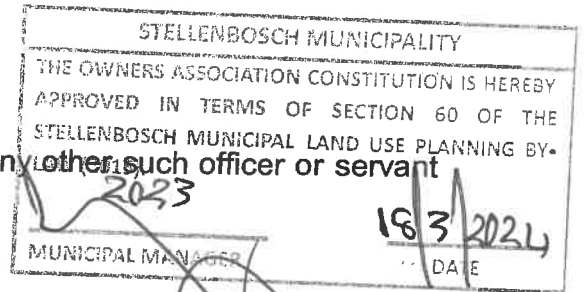


- 34.4.4.3 erect an additional farm homestead and outbuilding on the portion of Farm 508 agreed to between Kleine Zalze and the developer and to erect a homestead and outbuilding on the portion of Farm 998 to be transferred to Kleine Zalze, subject to such homestead and outbuildings being erected on areas agreed to by the developer.

35 INDEMNITY

- 35.1 Every director, manager, secretary, auditor and officer of the Association shall be indemnified out of the funds of the Association against –
- 35.1.1 all liabilities incurred by him in that capacity;
- 35.1.2 expenditure in defending any proceedings, whether civil or criminal, in which judgment is given in his favour, or in which he is acquitted; or
- 35.1.3 costs in connection with any application under Section 248 of the Act in which relief is granted to him by the Court.
- 35.2 Every such person shall be indemnified by the Association against, and it shall be the duty of the directors out of the funds of the Association to pay all costs, losses and expenses for which any such person may become liable by reason of –
- 35.2.1 any contract entered into; or
- 35.2.2 any act done by him;
- in his capacity as director, secretary, manager, auditor or officer of the Association or in any way in the discharge of his duties.
- 35.3 Subject to the provisions of the Act, no director, manager, secretary, auditor, officer or servant of the Association shall be liable for –





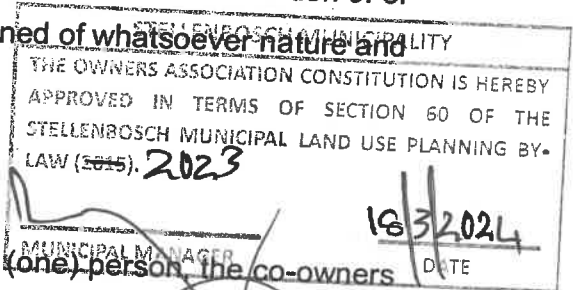
- 35.3.1 any act, receipt, neglect or fault of any other such officer or servant of the Association; or
- 35.3.2 the insufficiency or deficiency of any security in or upon which any of the monies of the Association have been invested; or
- 35.3.3 any loss or damage arising from the insolvency or delict of any person with whom any monies, securities or effects have been deposited; or
- 35.3.4 any loss or damage occasioned by any error of judgment or oversight on his part; or
- 35.3.5 any other loss, damage or misfortune whatever which shall happen in the execution of his duties of office or in relation thereto;

unless the same occurs through his own dishonesty or negligence.

- 35.4 Any person using any of the services, land, sporting or recreational facilities of the Association, does so entirely at his own risk, and no person shall have any claim against the Association of whatsoever nature arising from such use, nor for anything which may befall any person during the course of such use, whether caused by human or animal agency, natural phenomenon or otherwise.
- 35.5 No person shall have any claim against the Association, the directors or manager in respect of fire or any substance, liquid or gas escaping from the property of the Association and causing damage to any person or property of any member, provided however that the Association shall take such reasonable steps in its power to prevent or minimise the effect of such escape.
- 35.6 Neither the Association, the directors, nor the manager shall be responsible or may be held liable for any loss, damage or injury, including consequential loss, suffered by or cause to any person or property anywhere on or about the development, whether or not such loss, damage or injury is occasioned by an act or omission of the

Association, the directors or the manager or anyone else for whose actions they or any of them would be liable in law, or by reason of *vis major*, rain, floods, riots, strikes, theft or burglary with or without forcible entry, or by reason of any condition on or of any part of the Association's property or premises or building structures, or any defective facilities of the Association, or cause by any sporting activity carried out on the development or by any other cause of whatsoever nature and howsoever arising.

- 35.7 Each and every member individually shall indemnify and hold harmless the Association against all or any claims of whatsoever nature which may be brought against the Association by any member, members of his family or any person within the development at the invitation of or under the control of any member concerned of whatsoever nature and howsoever arising.



36 CO-OWNERS

- 36.1 Where any unit is owned by more than 1 (one) person, the co-owners concerned shall elect one of their number as the liaison officer for the unit concerned, and shall notify the Association of the name and address of such liaison officer.
- 36.2 Any notices which may be required to be given in respect of any unit referred to in article 36.1 shall be given to the liaison officer and served upon such liaison officer in terms of article 32 above, shall be deemed for purposes of these Articles to have been served upon every such member.
- 36.3 In the event of the co-owners failing to elect a liaison officer as aforesaid, the service of any notice upon 1 (one) of the co-owners shall be deemed to be service upon all the co-owners.
- 36.4 Any notice required to be served upon any body corporate shall be deemed to have been properly served in terms of article 32 at the address given as the *domicilium citandi et executandi* of that body.

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37 DISPUTES AND DISPUTE RESOLUTION

- 37.1 If the necessary quorum and/or majority for the passing of any resolution of directors cannot be obtained the matter forming the subject matter of the proposed resolution shall be referred to the members for resolution.
- 37.2 If the necessary quorum and/or majority for the passing of any resolution of members cannot be obtained a dispute shall be deemed to exist which dispute shall be determined by an expert in terms of this article.
- 37.3 Any dispute, in addition to a dispute envisaged in article 37.2, arising out of or in connection with the articles must be determined in accordance with the provisions of this article 37, except when an interdict is sought for urgent relief which may be obtained from a court of competent jurisdiction.
- 37.4 On a dispute arising, the party wishing to have the dispute determined must notify the other party thereof. Unless the dispute is resolved amongst the parties to that dispute within 14 (fourteen) days of such notice, either of the parties may refer the dispute to determination in accordance with the expert provisions contained in this article.
- 37.5 In respect of a dispute envisaged in article 37.2 and if a party exercises his rights in terms of article 37.4 to refer a dispute for determination, such dispute shall be determined by an expert who shall be, if the matter in dispute is principally –
- 37.5.1 a legal matter, a practising advocate or attorney of Cape Town of at least 15 (fifteen) years standing; or
- 37.5.2 an accounting matter, a practising chartered accountant of Cape Town of at least 15 (fifteen) years standing; or
- 37.5.3 any other matter, an independent and suitably qualified person;

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agreed upon between the parties to the dispute. 2023

- 37.6 Should the parties to the dispute fail to agree on an expert within 14 (fourteen) days after the dispute has arisen, the expert shall be appointed at the request of any party to the dispute by the president for the time being of the Cape Law Society (or such other body as may then govern the attorneys profession in the Western Cape Province) according to the guidelines set out in article 37.5.
- 37.7 The proceedings shall be on an informal basis, it being the intention that a decision should be reached as expeditiously as possible, subject only to the due observance of the principles of natural justice.
- 37.8 The parties shall use their best endeavours to procure that the decision of the expert shall be given within 21 (twenty one) days, or so soon thereafter as possible, after it has been demanded.
- 37.9 The expert shall be entitled to determine how, when and by whom submissions are to be made to him.
- 37.10 The expert shall act as an expert and not as an adjudicator or arbitrator.
- 37.11 The decision of the expert shall be final and binding upon all parties and capable of being made an order of court on application by any of them.
- 37.12 Any determination of the expert in respect of a dispute envisaged in article 37.2 shall be deemed (insofar as necessary) to be a resolution of the members and to be agreed between the parties to the dispute.
- 37.13 The expert shall be entitled to make an award for payment of costs.
- 37.14 The provisions of this article 37 constitute the irrevocable consent of the parties to any proceedings in terms hereof and none of the parties shall be entitled to withdraw therefrom or claim in any such proceedings that it is not bound by such provisions.

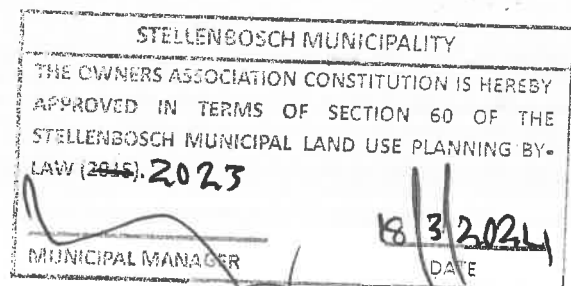
- 37.15 The provisions of this article 37 shall be deemed to be severable from the rest of these articles and shall remain binding and effective as between the parties, notwithstanding that these articles may otherwise be cancelled or declared of no force and effect for any reason.

38 AMENDMENT OF ARTICLES

- 38.1 Subject to the provisions of 33 and 38.2, the provisions of these articles may be amended by special resolution given at a general meeting called specifically for such purpose. The notice of such meeting shall, *inter alia*, set out in specific terms of the proposed amendment of these articles.
- 38.2 Notwithstanding the provisions of 38.1, the provisions of these articles shall not be amended without the prior written consent of the local authority where such amendment(s) have an effect on the Zoning and Subdivision Approvals.

39 GENERAL

- 39.1 The provisions of the Articles shall be binding upon all members and all persons occupying any unit or sectional title unit by, through or under any member, whatever the nature of such occupation.
- 39.2 No member ceasing to be a member of the Association for any reason shall (nor shall such members' executors, curators, trustees or liquidators) have any claim upon or interest in or rights to the funds or any property of the Association.

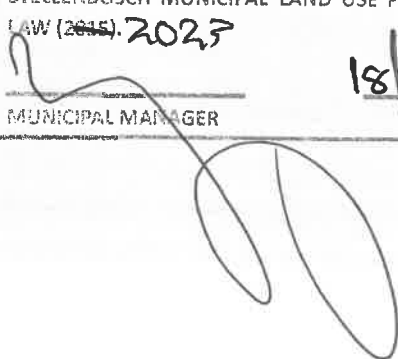


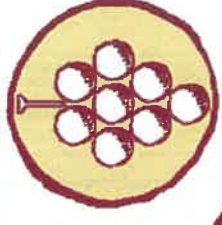
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De Zalze
winelands golf estate

ARCHITECTURAL GUIDELINES

FEBRUARY 2024

V

INTRODUCTION TO THE GENERAL GUIDELINES

The General Guidelines are applicable to all homes on individual erven within the De Zalze Winelands Golf Estate ("De Zalze") that are designated for buildings classified as Type I and Type II Erven. The General Guidelines are not applicable outside the latter areas. Specific Guidelines also apply to a range of Type I and Type II Erven. These are addressed in a document entitled, "Master Plan and Specific Guidelines: July 2012". Specific Guidelines primarily pertain to building lines and driveways and unique conditions.

1. The Estate Constitution (clause 12.1), the Estate Rules (clause 17.2) and the standard agreement of sale clearly stipulate that no structure may be erected on an erf within the estate unless it complies with the architectural guidelines. The responsibility for compliance lies with the owner of the erf.
2. Should there be any matters not covered in the General or Specific Guidelines, or differences in the interpretation of the Guidelines, the architect, nominated by the Homeowners Association, shall make a ruling, which ruling shall be binding.
3. Illustrations and figures are intended to assist in the interpretation of the written provisions of the Guidelines, and may not comprehensively cover the provisions, or provide exhaustive lists of available alternatives.
4. To assist owners in respect of compliance, all plans must be scrutinized by architects nominated by the Homeowners Association prior to submission to the local authority for approval. A plan scrutiny fee, as agreed from time to time between the Homeowners Association and the nominated architect is payable by the owner of an erf upon which building is to take place, to the Homeowners Association, in respect of this service.
5. The Homeowner's Association has nominated Dennis Moss Partnership of 17 Market Street, Stellenbosch (telephone 021 887-0124) to act on its behalf in this matter.
6. All owners should enquire from Dennis Moss Partnership or the De Zalze website: www.dezalzeestate.com as to whether Specific Guidelines apply to the erf upon which they intend to build prior to commencement of the design by their architect.
7. Some buildings on the Estate were constructed prior to the establishment of the Estate and are not consistent with the Guidelines. Type I and Type II Erven are only applicable to the areas approved in terms of the zoning and subdivision conditions. The Guidelines are not applicable to areas that are not zoned for this purpose. Reference is made to:
 - a) Erf 2 van Cleef House
 - b) HOA Workshops on portion of Erf 4.
 - c) Erf 5 and its subdivisions Erf 553 and Erf 554.
 - d) Erf 557 Winelands Golf Lodges.
 - e) Erf 558 HOA offices.
 - f) Erf 296 Golf Club House.
 - g) Erf 196-207 Kleine Zalze Lodges and Erf 571.
 - h) Erf 214 (Advini) Kleine Zalze Cellar, Tasting Facilities, Administration Buildings; Residence on Erf 216; Erf 563; Erf 572 and Erf 573



- i) KZ Security gate House
- j) DZWGE Main Entrance
- k) DZWGE Contractors gate
- l) Recreational node
- m) All utility and maintenance structures for the HOA and the Golf Club. As a general principle about future renovation or reconstruction of the above mentioned structures, these guidelines would serve as informants for design and the procedures set out in the Guidelines Document will be applicable.

8. In terms of the Memorandum of Incorporation (MOI) of the Homeowners Association, even may not be consolidated.
9. The General Guidelines may, at the sole discretion of the Homeowners Association, be amended from time to time, (without retroactive effect), considering areas and subjects not covered or in order to amend or clarify the provisions pertaining to areas or subjects previously dealt with. In the event of amendments, the guidelines applicable shall be those in force at the time of submission of plans to the nominated architects for scrutiny.
10. The purpose of the General Guidelines is to provide architects and property owners with a framework within which individual properties can be designed and constructed to ensure an integrated and harmonious architectural language for De Zalze as contemplated in the zoning and subdivision approval granted.
11. It must be emphasized that these guidelines are not intended to stifle or inhibit innovative design and / or original thought. The challenge lies in respecting the *genius loci* (spirit of place) of the Winelands, by determining the identity of the area and interpreting it in ever new ways in De Zalze.
12. The guidelines are intended to assist architects, homeowners and others involved in the design and construction of buildings within De Zalze to create a qualitative place which will resonate positively with a sense of place, history, craft, nature, and the scale qualities of the Winelands.
13. The responsibility to comply with the South African Building Regulations and these guidelines rests entirely with the owner of an erf and his/her architect or designer responsible for the design and submission of building plans. Attention is drawn to the "Public Safety Regulations", Part D of the South African National Standards 10400 with reference to Part (D1) "Change in levels", referring to balustrades on stairs and outside terraces. Also, Part (D4) "Swimming Pools and Swimming Baths" ensuring that controlled access to pools is always maintained.
14. Should Stellenbosch Municipality request that submitted drawings be amended during the plan approval process, that may influence the structural dimensions of the building i.e.: height or width of building, roof construction, etc., these amendments must be brought under the HOA and Controlling Architects' attention for re-evaluation and approval before the re-submission of plans to the municipality for approval and the commencement of any building work on the site.
15. With the introduction of Part XA, Fenestration and Energy Usage in Buildings, into the South African Building Regulations, where new materials and insulation are used to reduce heat build-up in buildings, especially through the roof, the Architect/Designer must keep in mind that the maximum allowed wall plate and eave height restrictions, as explained in the Architectural Guidelines, remain in place. These heights cannot be adjusted to suit individual design requirements or interpretations of an architect or designer.

To achieve the above objectives the following criteria and guidelines are described and illustrated below.

DESCRIPTION AND ILLUSTRATIONS OF GUIDELINES: TYPE I AND II ERVEN

1. Building Form
2. Building Dimensions (Building Width, Height and Length)
3. Utilization of the Roof Space
4. Building Platform
5. Building Coverage
6. Building Lines
7. Garages and Carports: including adjustable louvre covers
8. Roofs
9. Steeps and Verandahs: including adjustable louvre covers
10. Boundary Walls and Palisades
11. Gates
12. Exterior Walls, Windowsills and Plaster bands
13. Windows and Doors
14. Shutters
15. Exterior Colours
16. Balconies
17. Balustrading
18. Burglar Bars, Security Gates, and Systems
19. Services:
 - 19.1 Television Aerials and Satellite Dishes
 - 19.2 Sewer and vent Pipes
 - 19.3 Telephone and Electrical Cables
 - 19.4 Washing lines
 - 19.5 Generators, Air Conditioning units and Heat Pump Exchange Pumps
 - 19.6 House numbers
 - 19.7 Gas cylinders
 - 19.8 Solar panels
 - 19.9 Water tanks
 - 19.10 Swimming pools
20. Chimneys
21. External Lights
22. Courtyards
23. Privacy and Noise
24. Linking Elements
25. Hard Landscaping
26. Plan Submission

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1. BUILDING FORM

The building form shall consist of the main building structure, which is expressed as a core building with abutments and/or a free-standing structure, if applicable.

1.1 MAIN BUILDING STRUCTURE (CORE BUILDINGS)

1.1.1 Building form must conform to the traditional "letter of the alphabet" building types, which originated in the local vernacular of the Cape.

1.1.2 In this typology, the plan form of the building resembles the letters I, T, L, H, U, or variations on the theme (Figure 1). The latter constitutes the main body of the building and shall be referred to as the core building.

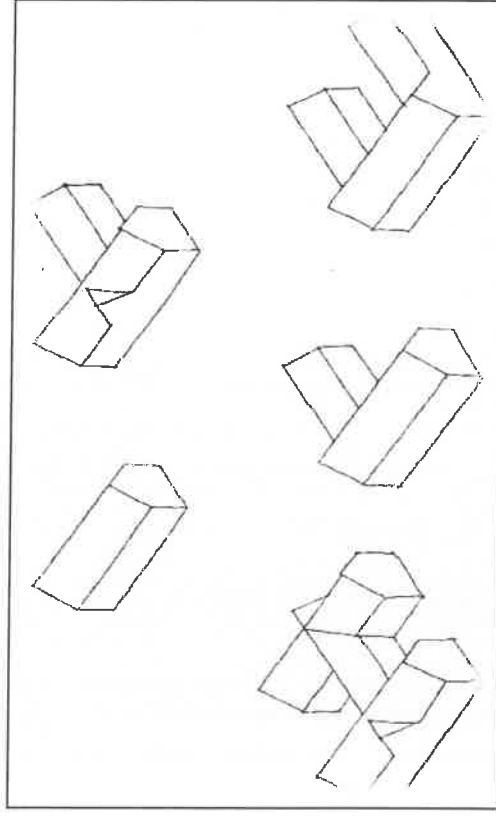


Figure1: Letter of the Alphabet Type Buildings
(Core Buildings)

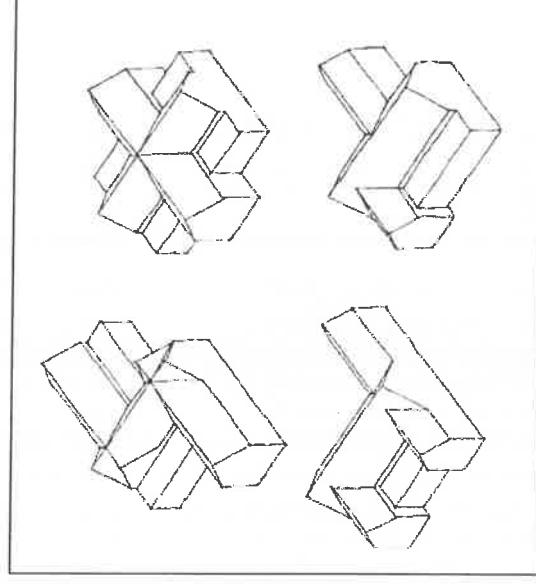


Figure 2: Illustration of different building forms that can be created by variation on the letter of the alphabet plan form and the use of abutments.

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1.1.3 Rectangular sections of the core buildings must be built perpendicular to each other.

1.1.4 Buildings must be dimensioned as described in par. 2, "Building Dimensions".

1.1.5 To create larger floor plans than what the building dimensions of the core buildings would allow, the plan forms may be extended in various combinations of ways by abutments (Figure 2).

1.1.6 Only one core building will be permitted per erf.

1.2 ABUTMENTS

1.2.1 Abutments are rectangular, single-story extensions to core buildings.

1.2.2 Abutments must be built as per the dimensions in Clause 2.1.2.

1.3 FREE-STANDING BUILDINGS

1.3.1 Free-standing buildings may have pitched roofs or flat roofs, which for the purposes of these guidelines are deemed to be roofs with a gradient of between 1° and 8°, (Figure 3). Only one free-standing structure will be permitted per erf.

1.3.2 Free-standing buildings may have a maximum size of 70 m², measured to the outside of the walls

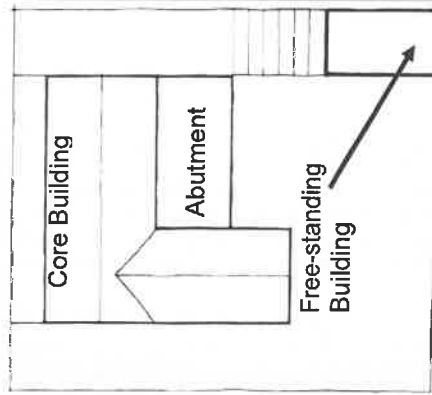


Figure 3: Core Building with free-standing building

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2. BUILDING DIMENSIONS (WIDTH & HEIGHT)

Prescribed width of the rectangular section of a building and the corresponding height related to the type of erf on which the house is constructed. The types that are defined are the following:

- i) TYPE I Erf: Equal or Greater than 775 m²
- ii) TYPE II Erf: Smaller than 775 m²

2.1 BUILDING WIDTH

2.1.1 Building Width of Core Building:

- i) TYPE I Erf: 5 m – 7.5m (Figure 4)
- ii) TYPE II Erf: 4.2m – 6.6m (Figure 5)

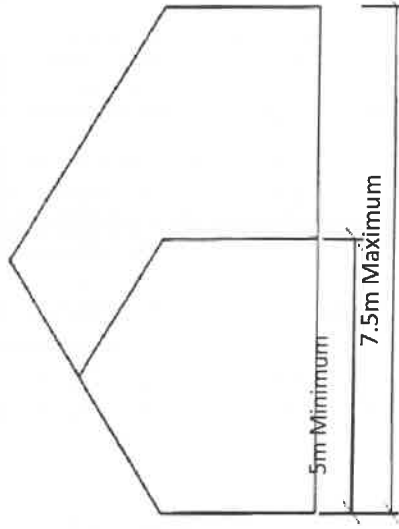


Figure 4: Building widths: Core Buildings
Type I Erf.

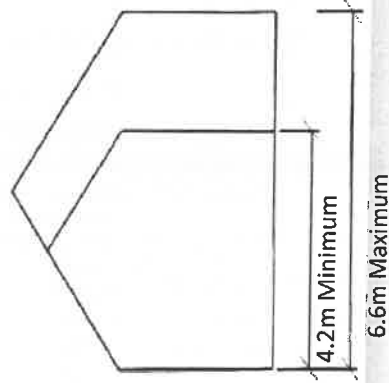


Figure 5: Building widths: Core Buildings
Type II Erf

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2.1.2 Building Width of Abutments

The width of any abutment to the core building may not exceed 4.5 meters for Type I and Type II erven. (Figure 6).

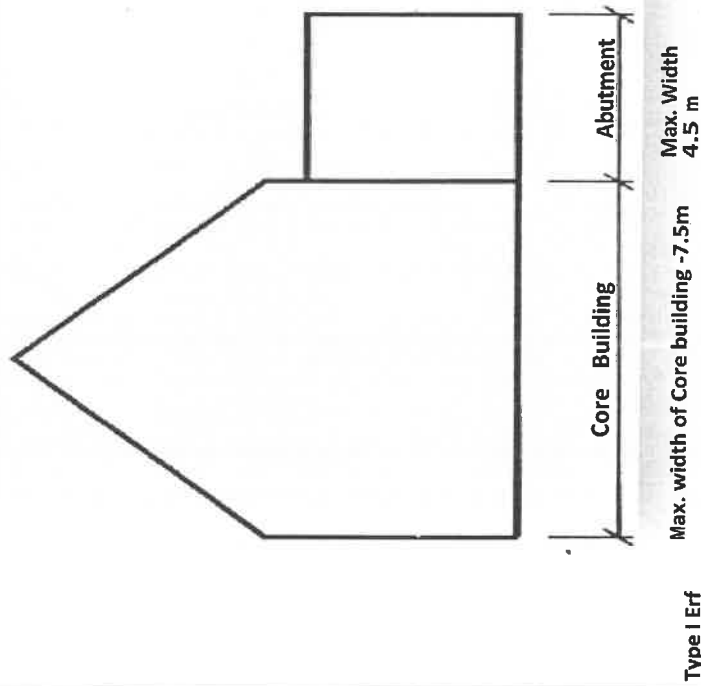


Figure 6: Diagrammatic section showing maximum width allowed for abutments for Type I and Type II erven.

2.1.3 Height and Width of Porticoes and Covered Entrances

Porticoes, covered entrances, linking walkways and free-standing buildings, may be narrower than the prescribed minimum width of a core building and are left to the architect's discretion (Figures 7 and 8).

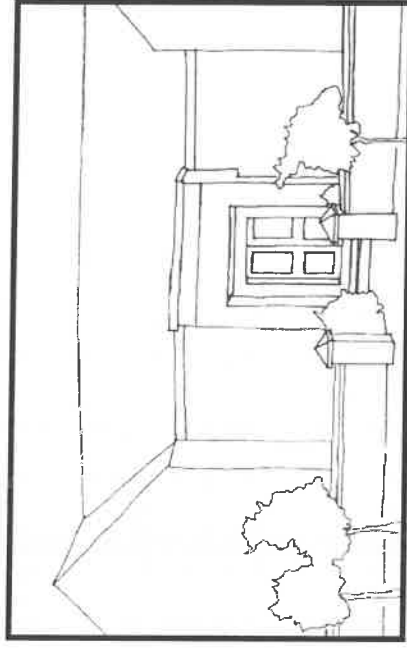


Figure 7: Perspective of entrance portico, with a flat roof and a width less than the minimum prescribed width of the core building.

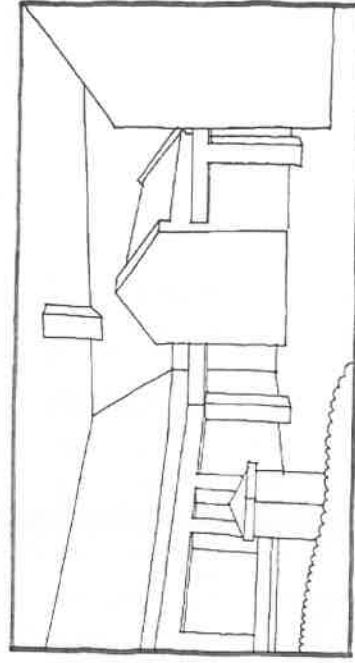


Figure 8: Perspective of entrance portico, with a width less than the minimum prescribed width of the core building.

The height of a flat roofed portico may be narrower than the prescribed may not exceed 3.6m, and in the case of a double-pitched portico roof, the wall plate height may not exceed the wall plate height of the core building to which it is attached.

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2.2 BUILDING HEIGHT

The height of any building is related to its width, and the type of erf upon which it is built.

With the introduction of Part XA, Fenestration and Energy Usage in Buildings, into the South African Building Regulations, where new materials and insulation are used to reduce heat build-up in buildings, especially through the roof, the Architect/Designer must keep in mind that the maximum allowed wall plate and eave height restrictions, as explained in the Architectural Guidelines, remain in place. These heights cannot be adjusted to suit individual design requirements or interpretations of an architect or designer.

Maximum ridge height of roof is 7.0m as indicated on diagrams.

2.2.1 CORE BUILDINGS:

i) TYPE I Erf:

Core buildings on Type I erven may be single story or single story with loft space.

a) The wall plate height shall be at 3.6m above finished ground floor level. This applies to buildings with widths from 5–7.5 m (Figure 9).

b) Where a Type I erf slopes away from a Street or close to which it fronts the floor level may be dropped by 600mm maximum, from a line parallel to the street or close at a distance equivalent to one third of the length of the longest boundary which is perpendicular to the street. However, as seen from the street or close the wall plate height must be at 3.6m above finished ground floor level.

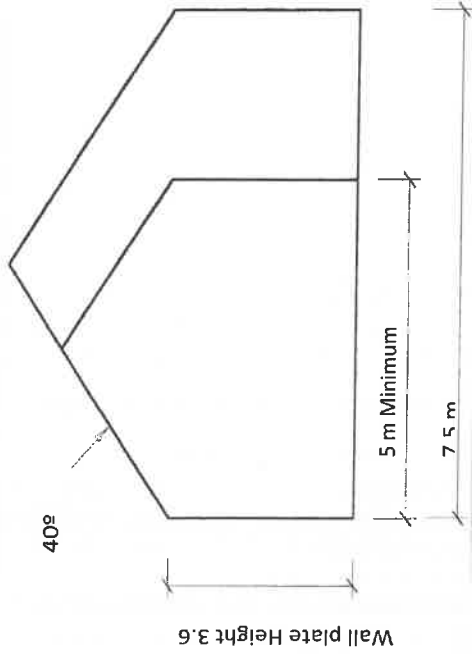


Figure 9: Section illustrating prescribed height for a Type I Erf building

ii) TYPE II Erf:

Core buildings on Type II erven may be single story or single story with loft space. The wall plate height shall be at 3.6m minimum up to 4.8m maximum above finished ground floor level. This applies to buildings with widths from 4.2m to 6.6m (Figure 10).

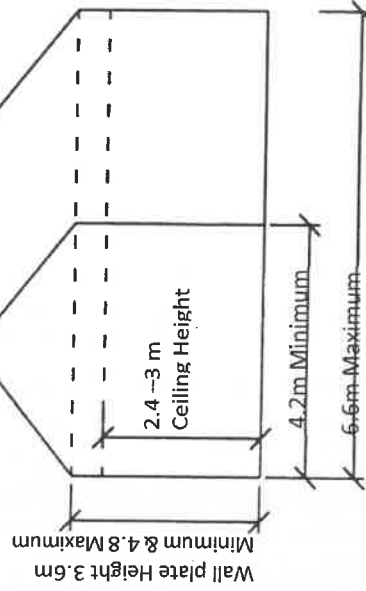


Figure 10: Section illustrating prescribed height for a Type II Erf building

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2.2.2 Height of abutments

(i) On a Type I erf, where the wall plate level of the core buildings is 3.6m high, the height of an abutment may be a maximum of 3.6 meters above finished floor level (Figure 11).

(ii) On a type II erf, where the wall plate level of the core buildings is higher than 3.6m, the height of abutments is to be according to the discretion of the architect, but may not exceed 4.0 m, and may not exceed the actual height of the wall plate of the core building.

2.2.3 Height of Free-Standing Structures

Freestanding structures are permitted on Type I and Type II erven and the maximum height allowed is 3.6 meters, measured from finished floor level to the top of the surrounding parapet walls.

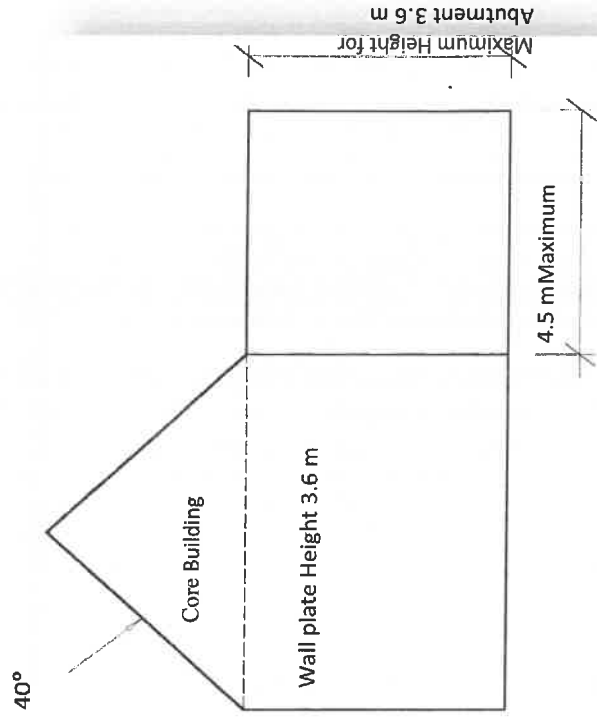
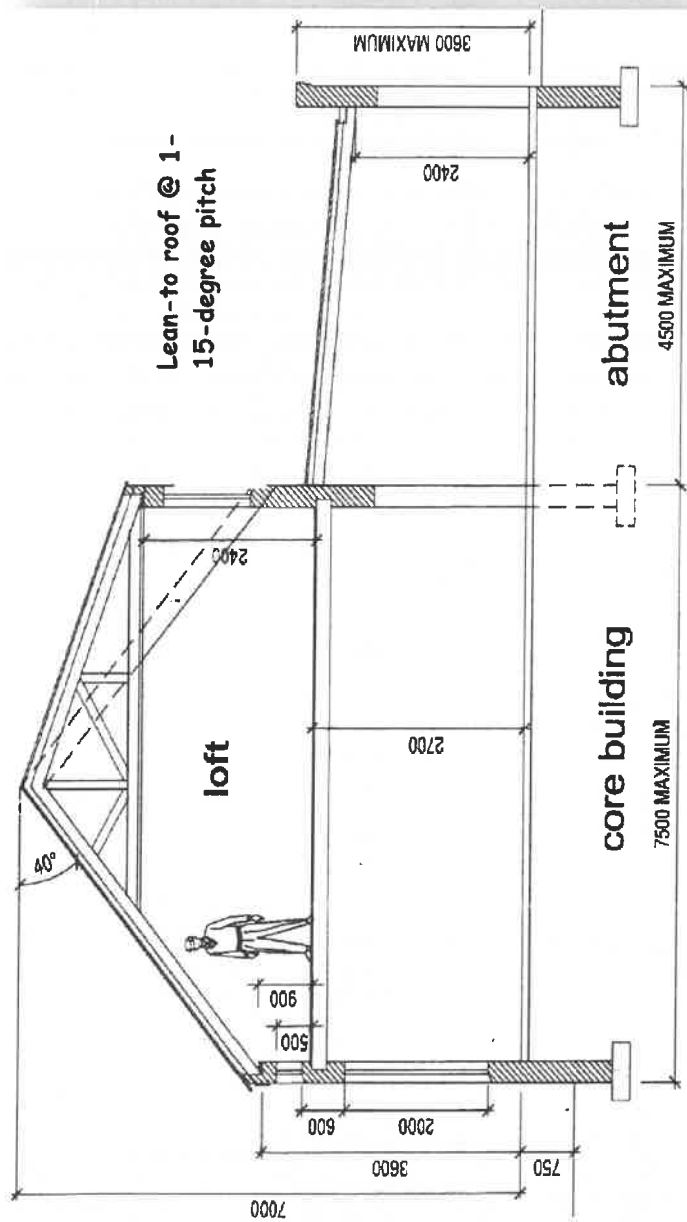


Figure 11: Abutment to core buildings

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TYPE I ERVEN

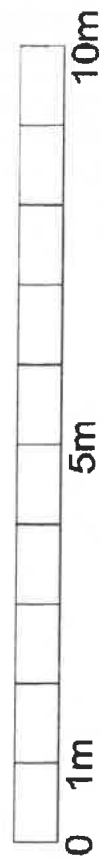
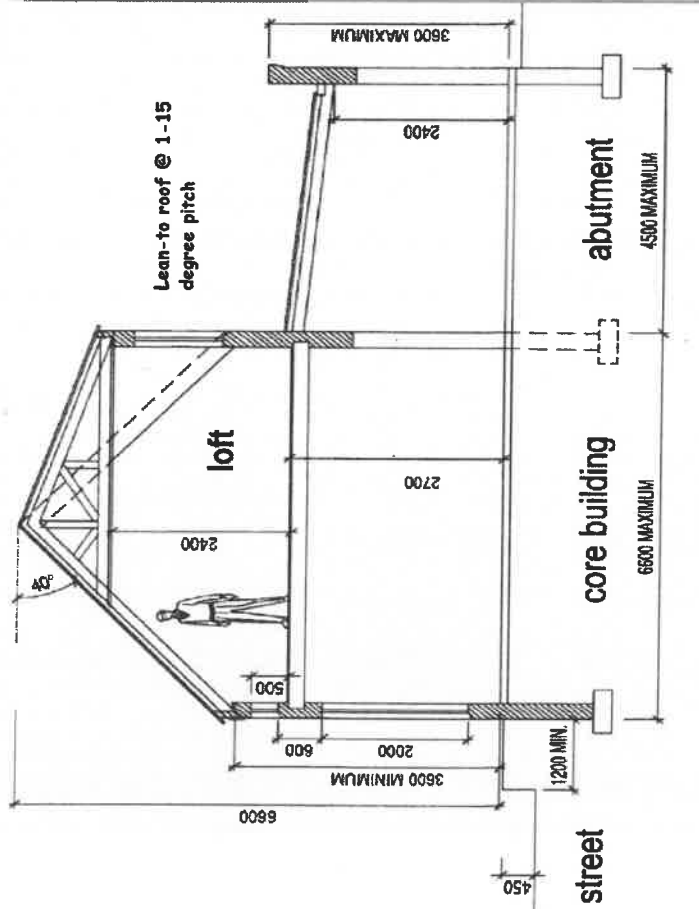
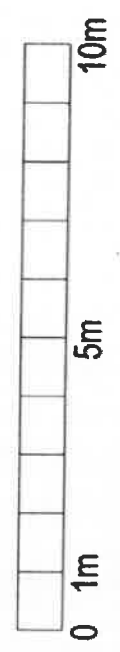
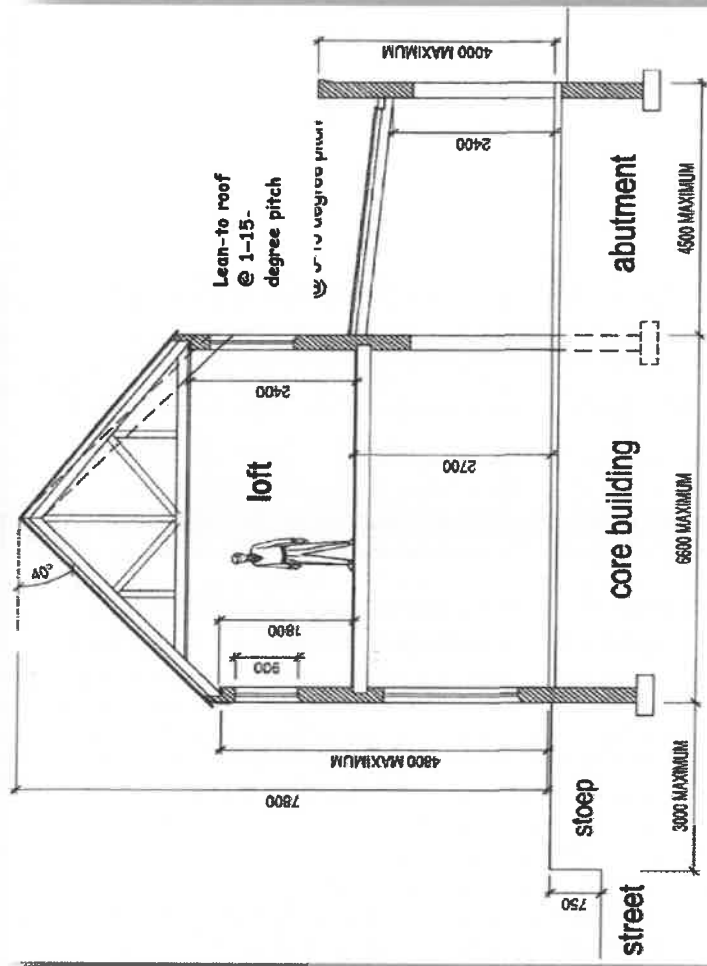


Figure 12: Section illustrating the dimensions for buildings on Type I erven

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TYPE II ERVEN



TYPE II ERVEN

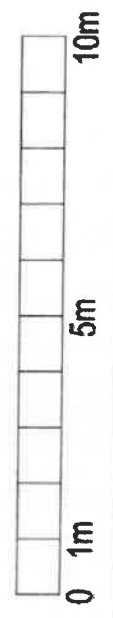


Figure 13: Sections illustrating the maximum and minimum dimensions for buildings on Type II erven.

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3. UTILIZATION OF THE ROOF SPACE (Figures 14 and 15)

The provisions of these guidelines lend it selves ideally to the utilization of the roof for loft spaces, by the minimum wall plate height is specified as 3.6m above finished floor level for Type I even and the maximum wall plate height at 4.8m for Type II even. Ventilation, light, and views can be provided by the following methods:

3.1 CLERESTORY AND VENTILATOR WINDOWS

Ventilator windows may be used under the eaves (see section 13 Windows and Doors).

3.2 GABLES AND GABLE WINDOWS

(a) The gable end walls of the letter of the alphabet type buildings create opportunities for the use of gable windows. These windows must be rectangular, (see section 12 Exterior Walls, Windowsills and Plaster bands, and section 13 Windows and Doors)

(b) On a flat main facade facing the street only one center gable with one window may be fitted (Figure 14).

a) On a flat main facade facing the street only one center gable with one window may be fitted (Figure 14).

b) Upper windows in gables may not exceed 1250 mm in width (see also clause 13.1.1).

d) The height of the gable, as measured from the top of the eaves, may not be less than two thirds of the height of the roof of the core building, as seen on elevation, and the height of the wall plate may not be more than that of the core building.

e) The top of the gable end walls must consist of straight and simple lines and may not have rounded elements. All apexes must be pointed.

3.3 DORMERS

3.3.1 "French" dormers may be used on the facade on the private side of the house that does not face a Street or a Close. They may face a neighbouring erf. Where no building line is stipulated, it must be set back a minimum of 1.5m from the boundary (see clause 13.1.4, Windows and Doors).

3.3.2 Open Space

Open Space is being defined as a natural environment at least 20m deep.

3.3.3 "French" dormers must be located 1m minimum away from gable walls. The ridges of these dormers must be the same height as that of the core building (see Figure 15).

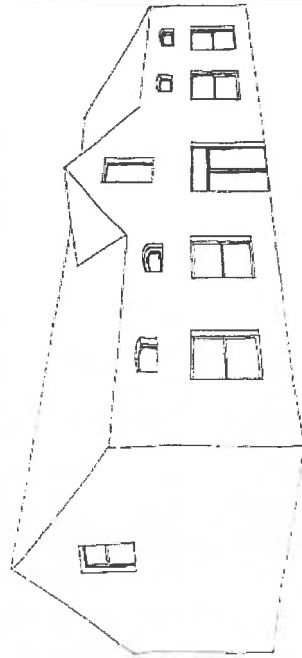


Figure 14: Perspective showing gable windows and ventilator windows facing the street.

1 m Minimum

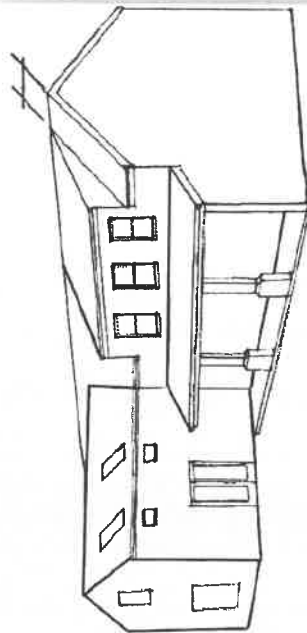


Figure 15: Perspective of French Type dormer and roof windows facing into private space

3.3.4 The height of the ridge of double pitched dormers, as measured from the top of the eaves of the core building, may not be less than two thirds of the ridge height of the core building, as seen on elevation.

3.3.5 Roof cladding on the sides of the dormers may be clad with the same material as the roof sheets. (This forms part of the roof and not the wall)

4. BUILDING PLATFORM

4.1 SLOPES

Buildings on slopes must be designed with stepped levels in response to the slope of the site or on stepped building platforms (Figures 16 and 17).

4.2 GUIDELINES FOR BUILDINGS ON SLOPES

The following provisions must be applied to which are situated on slopes:

421 The height of ground fill at any point on the site may not be higher than 1.2m, measured from the original natural ground level at that point of the site.

422 The part of the building that is at the highest part of the site, may not cut deeper into the site than 1.2m, measured from the original natural ground level at that point of the site.

423 Should a plinth be employed, it may not exceed 1.2 m in height. Should such a plinth form part of a basement, windows, complying to the dimensions limiting clerestory windows (See 13.1.2) may be incorporated.

424 In the case of a basement structure, access is only permitted from inside the house unless such an access is hidden from view from outside the erf by a screen wall.

4.3 RETAINING STRUCTURES

All retaining structures may be solidly built plastered and painted walls or natural coloured retaining blocks. Retaining blocks must be always covered by natural vegetation.

As per Stellenbosch Municipal zoning scheme the definition of a basement story is: "any story with a floor level at least 2.0m lower than the average level of the land around the building".

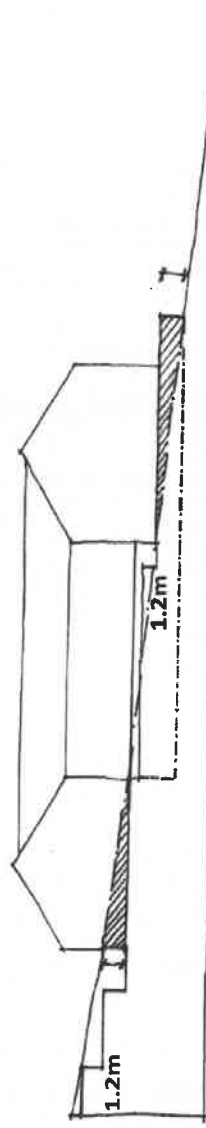


Figure 16: Section illustrating building with stepped ground floor level and possible basement

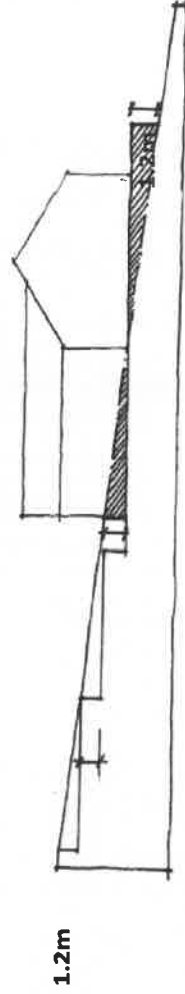


Figure 17: Section through slope illustrating limits to cut and fill

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5. BUILDING COVERAGE

- 5.1 **TYPE I Erf:** maximum 50%,
- 5.2 **TYPE II Erf:** maximum 50%, but even less than 500m², may be up to 60%.

The minimum allowable floor area of a dwelling is 120 m².

6. BUILDING LINES (SEE SPECIFIC GUIDELINES)

Differentiation must be made between two types of building lines, namely:

- 6.1 **Type A:** This type of building line indicates a line over which a building structure may not encroach. (Figure 18)
- 6.2 **Type B:** This type of building line indicates the line on which the entire outer façade wall of a particular building structure must be built. (Figure 19)

Type A and B building lines are shown on the Specific Guidelines of certain erven.

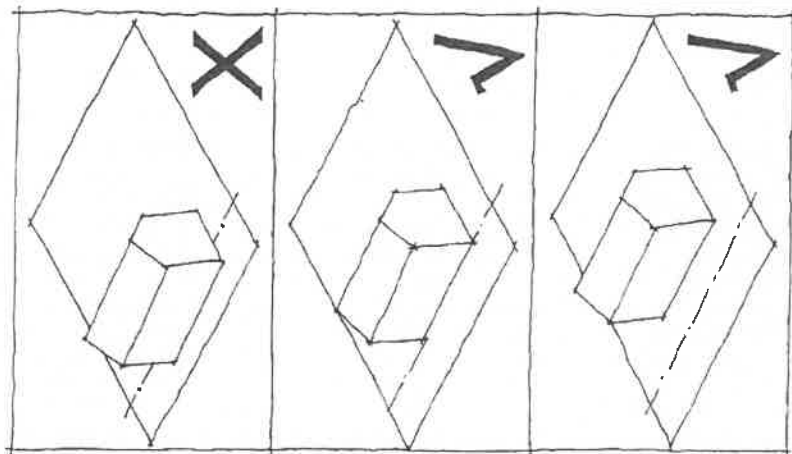


Figure 18: Type A building line.

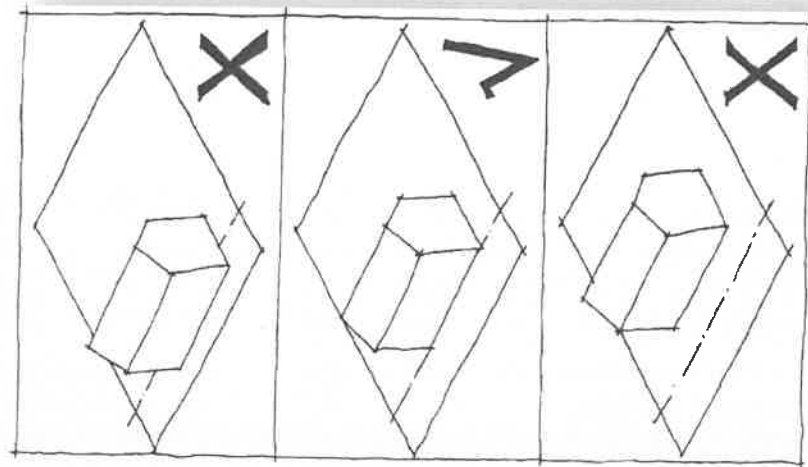


Figure 19: Type B Building line.

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7. GARAGES AND CARPORTS

7.1 DOORS GENERAL

7.1.1 Door materials and colours are fully specified in Section 15 Exterior Colours.

7.1.2 Garage door apertures, when doors are hinged on the side, may not be wider than 2440 mm.

7.2 DOUBLE GARAGES

A double Garage can have two standard Garage doors next to each other separated by a 270mm-470mm wide brick column or a single Garage door of 4.8mx 2.1m high without a central column.

If a pergola or flat roof structure to a Garage is constructed, the parapet wall may not be arched unless a central column facing the street is provided. Parapet walls other than those facing the street may not be arched under any circumstances. No elevation may be provided with more than three columns, including the corner columns, and all columns of the structure must be of equal height.

This structure must be attached to the core building or Garage, and a parapet wall of between 400mm and 800mm in height must surround the other three sides.

7.3 ADDITIONAL GARAGES

A third single Garage is permitted if it is built separately from the double garage. Tandem Garages housing a maximum of 2 vehicles may also be built.

7.4 GARAGE DOORS ON STREET FRONTS (EXCLUDES CLOSES)

7.4.1 Type I Erven

(i) If Garage doors face onto a street, doors must not be closer to the street front boundary than 7m. (Figure 21)

(ii) A pergola or flat roof structure providing parking space in front of the Garage must be constructed.

(iii) If the Garages are running parallel to the street, the wall of the Garage may be constructed on the street boundary. A 1800mm high screen wall must be built on the street boundary, parallel to the Garage wall, to a maximum length of 5.0m.

(iv) Referring to (iii) above, it will not be compulsory to construct a pergola or flat roof structure in front of the Garages.

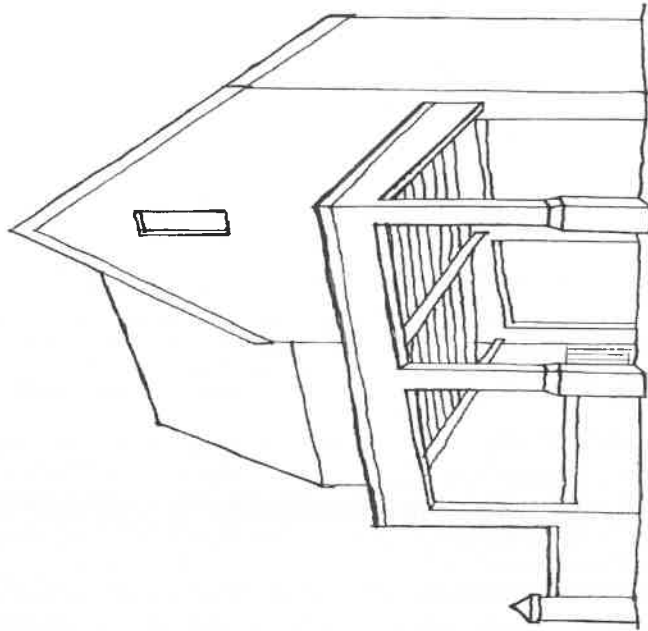


Figure 20: Type I Erf Garages screened from view by a coachman's entrance with a pergola as is illustrated on the sketch above.

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7.4.2 Type II Erven

- i) Garage doors are not permitted on a street boundary. A "poort" or archway wall on the street boundary can provide access to a Garage positioned at least 6 m away from the street boundary (Figure 22).
- ii) A pergola or flat roof structure providing parking space in front of the Garage must be constructed. (Figure 21)

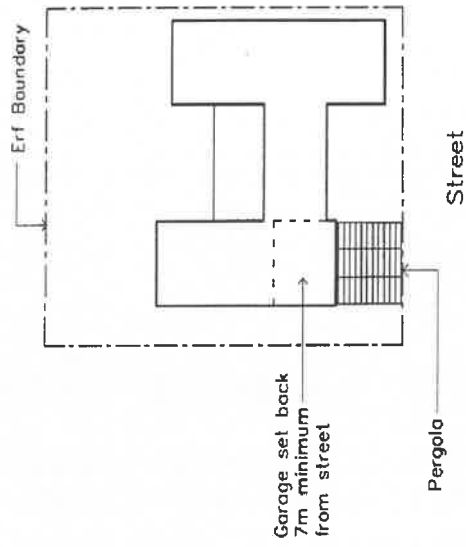


Figure 21: Type I Erf showing double garage with carport or pergola.

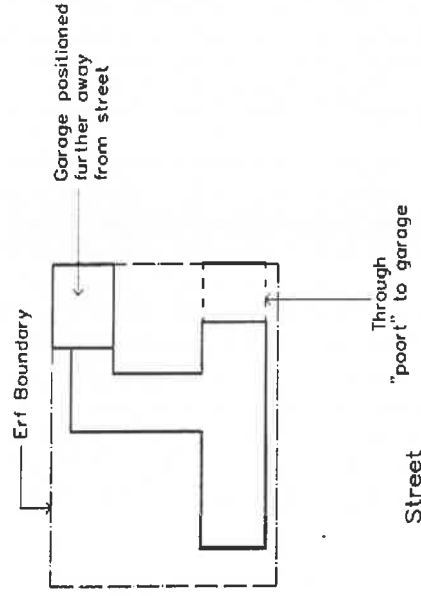


Figure 22: Type II Erf showing "poort" to garage.

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7.5 GARAGES ON A CLOSE (Figure 23)

7.5.1 In certain instances, Garages will open onto a close, which for the purposes of this document is a cull de sac branching off a street.

7.5.2 These Garages need not necessarily be separated from the close by a "poort" or archway wall, as specified in 7.4.2.

7.5.3 If situated as described here, the garage doors, when open, must not extend beyond the erf boundary.

7.5.4 Since there is no compulsory provision for the set back of garages in the case of a close, the design must in all cases provide a demarcated visitor's parking bay within the erf boundary, which may result in the need to set the Garage back from the erf boundary. Pergolas do not have to be erected in front of these Garages.

7.6 GOLF CARTS

In terms of the Estate Rules, golf carts may not be parked in an area visible from the outside of an erf as seen from ground level. Provision must therefore be made to accommodate

them in a Garage or elsewhere on the erf in conformity with this rule.

7.7 PARKING

Parking space, including Garages, must be provided, and must be clearly indicated on the erven for four vehicles in case of a Type I erf, and three vehicles in case of a Type II erf.

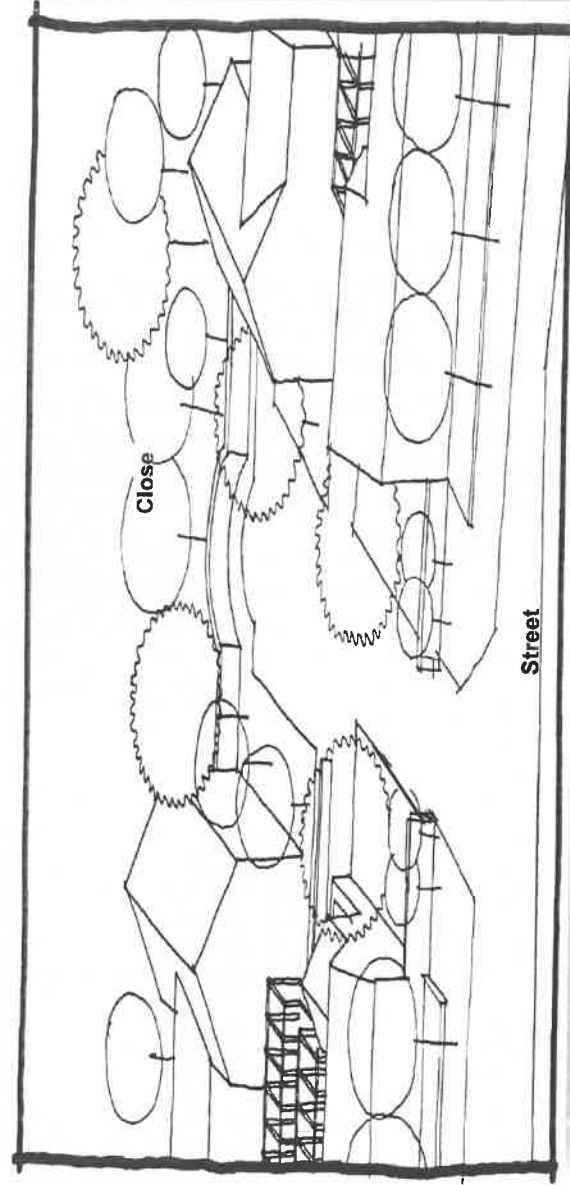


Figure 23: Perspective view of close

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8. ROOFS

8.1 ROOF CONSTRUCTION: CORE BUILDINGS

8.1.1 Only double pitched roofs are allowed on the core buildings (Figure 24).



Figure 24: Double pitched roof with wall plate height at approximately 3.6 m and ventilators.

812 The roof pitch of core buildings must be 40°, except in the case of thatch roofs, where 45° is permitted. All double-pitched roofs must be symmetrical at the gable ends.

813 Gable walls may project above the roof surface as parapets (Figure 25) or may terminate at the roof surface in which case the roof covering must be carried over the head of the wall to form a verge barge board, as the sloping edge of the roof is called.

814 Roofs must have clipped eaves with fascia's along the roof edge running the length of the longitudinal side of the building.

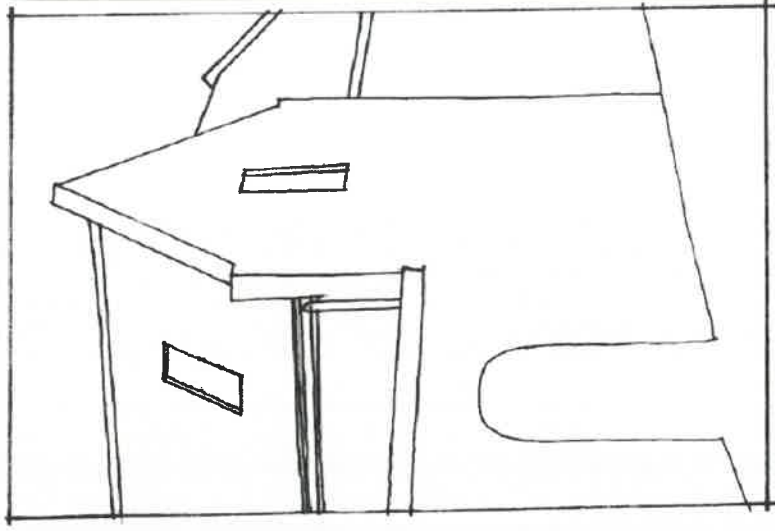


Figure 25: Gable wall with double-pitched roof and parapet.

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815 Roof material for pitched roofs

The same roof material must be used for all visible pitched roofs on a particular erf.

The following materials may be utilized:

- (i) Corrugated S-profile metal roof sheeting or Rheinzink with charcoal colour paint finish or pre painted charcoal colour finish.
- (ii) Charcoal colour natural slate tiles. No slate with any colour stains may be used. Achromatic (colourless silver pigmentation) will be permitted.
- (iii) Thatched roofs with good quality Alberta "dekriet"

Thatched roofed houses must comply with the National Building Regulations SABS 0400 rules: TT12.2 The distance between such buildings and any boundary may not be less than 4.5m.

816 SKYLIGHT/CONSERVATORY STRUCTURES

- (i) Structures with glazed roof panels will only be allowed if surrounded by the core building on at least 3 sides.
- (ii) No part of the structure may be visible from the outside of the erf upon which it is constructed.

8.1.7 Gutters and Down pipes

Only white colour pre-painted O-gee shape seamless aluminum gutters or PVC gutters with half-round shape are permitted. Down pipes are to be 70 mm diameter round PVC or aluminum in white colour or painted to match the colour of the walls.

8.2 FLAT ROOF CONSTRUCTION: ABUTMENTS, FREESTANDING GARAGES, CARPORTS & OUTBUILDINGS

8.2.1 Only flat roofs, with minimum gradient fall, with parapet walls on all sides will be allowed for abutments, free standing Garages, carports, and outbuildings. For the purposes of these guidelines, a flat roof shall be one with a gradient of between 1° and 8°.

8.2.2 Roof materials for flat roofs

The following materials may be considered:

- (i) Metal roof sheeting such as S-Profile, Kliplock, Brownbuilt, IBR and Rheinzink lower than 8 degrees that are placed behind parapet walls with, charcoal colour paint finish or pre-painted charcoal colour finish.

(ii) Other material such as reinforced concrete with waterproofing and crushed stone chips.

(iii) Skylights may be used to permit light into interior spaces, though they must not be visible on elevation.

(iv) Shade cloth, which, with reference to the structures dealt with in this clause, may only be employed as a roofing material for carports and must be hidden behind bargeboards or parapet walls. Only charcoal grey shade cloth is permitted.

(v) When roofs or part thereof is covered with solar panels, the panels must be fitted strictly according to clause 19.8 and the colour thereof to match the dark grey or charcoal colour of the roof as described in clause 15.12.

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8.3 ROOFS TO ABUTMENTS AND STOEPS.

Where the verge of roofs to abutments and stoeps are exposed, they must have a minimum gradient of 15°. Flat roofs with a pitch of between 1° and 8° may be used but must be hidden behind parapets (Figure 27 and 28).

Curved Victorian Style roofs are not permitted.



Figure 26: Gables with clipped roof ends

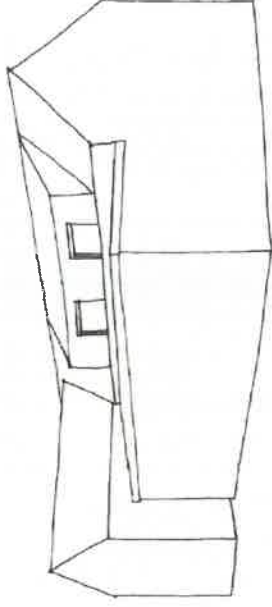
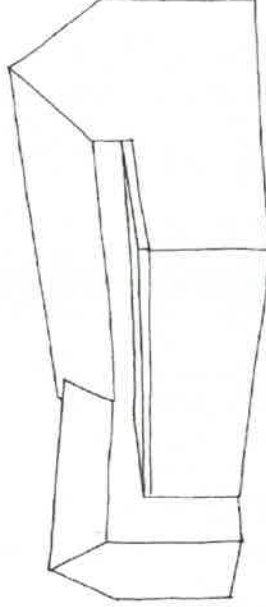


Figure 27: Abutment to core building with a flat roof behind parapet walls.



Mono pitch roof at 15° minimum

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9. STOEPS AND VERANDAHS (TYPES I AND II ERVEN)

Definition: "Open portico or gallery alongside of house with roof supported on pillars".

9.1 FRONT STOEPS AND VERANDAHS

A front stoep is a stoep constructed on a building, facing a street or close. For the purposes of these guidelines, a stoep which is covered by a pergola or roof is referred to as a verandah.

Front stoeps must be provided along entire longitudinal walls facing a street or close on Type II erven on a flat façade, except where the façade incorporates a protruding gable.

9.1.1 The front stoep must be a maximum of 3000 mm, and a minimum of 1200 mm in depth.

9.1.2 These stoeps may be uncovered or covered by a pergola or a lean-to roof creating a verandah.

9.1.3 The roof structure of verandahs may be exposed, or a ceiling may be provided. Roofing material must be the same as that used for the roof of the core building of the house.

9.2 PRIVATE STOEPS AND VERANDAHS

These are stoeps other than those dealt with in 9.1, constructed on the private side of the building, and internal to the erf.

9.2.1 The private stoep may be a maximum depth of 5000mm when covered. These stoeps may exceed the above when situated within the core building.

9.2.2 Private stoeps may be covered with a lean-to roof with a gradient of 15° only, if exposed on elevation, creating a verandah.

9.2.3 Alternatively, a pergola may be constructed on a private stoep, and a canvas or shade cloth covering of natural or grey colour may be used.

9.2.4 Private stoeps may be covered with flat roofs behind parapets.

9.2.5 The roof structure of private verandahs may be exposed, or a ceiling may be provided. Other than in the case of 9.2.3 and 9.2.4, roofing material must be the same as that used for the main roof of the house.

9.3 STOEP /VERANDAH/PERGOLA COLUMNS:

9.3.1 Columns to verandas and pergolas may be either cylindrical or square, but if facing a street or close, may only be square.

9.3.2 The finished plaster dimensions of square columns with or without bases may not be less than 370mm x 370mm and not be more than 460mm x 460mm. The finished width of a column may range from 55% to 65% of the finished width of the base, and the height of the base may not exceed ¼ of the total height of the column.

9.3.3 In the case of cylindrical steel columns, the diameter must not be less than 80mm and not exceed 150mm.

9.3.4 In the case of pergolas where a canvas roof is used, timber or steel may be used for the columns.

9.3.5 If pre-cast concrete columns are used, no copies of the Greek or Roman types are permitted. The shaft of the column must be tapered and have a smooth surface and may therefore not be fluted. The diameter at the top must not be less than 220mm and not exceed 300mm at the base.

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9.3.6 Stoep Enclosures / Verandahs. (Stacking doors)

9.3.6.1 Stoeps and verandahs may, with special consent of the HOA, be enclosed with aluminum, PVC, wooden or frameless glass sliding and stacking doors.

9.3.6.2 Where such door openings exceed 1750mm in width, they must be placed behind a 3500mm deep pergola (see clause 13.2.2). Should this be impossible due to the position of a built structure such as a pool, a cantilevered or braced pergola (with minimum depth of 1200mm) and with beams across (spacing not exceeding 800mm center to center) would be permitted.

9.3.6.3 Canvas or similar roller shutters may be used to obtain privacy. The colour of these shutters must match that of the external wall. No reflective material may be used.

9.3.7 The top or capital of the column must be simple and not ornamented. Articulated bands, if used, must be limited to 3 bands of no more than 100mm in height and 25mm in depth.

9.3.8 No Victorian cast iron posts or "broekie lace" detail will be allowed.

9.3.9 No pre-cast concrete pipe sections combined to form columns will be allowed.

10 BOUNDARY WALLS AND PALISADES

The Estate Rules require that all homeowners effectively confine domestic animals to their erven. Owners must ensure that their choices regarding the options available enable compliance with this obligation.

Walls not built on an actual boundary line, but which fulfill the function of a boundary wall in relation to a boundary, are deemed to be boundary walls for the purposes of this document.

10.1 BOUNDARY DEFINITIONS

For the purposes of the General and Specific Guidelines, the following types of boundaries have been defined (Figure 29).

Where reference is made to a core building, this refers to any structure forming part of the letter of the alphabet form and excludes abutments and freestanding buildings.

10.1.1 Shared Boundary

Any single boundary, which separates two erven, or any two boundaries of separate erven, which are at any point, situated less than 20 meters apart. These will generally run parallel, or almost parallel to each other.

10.1.2 Close Boundary / Street Boundary

A boundary facing onto a close, defined in 7.5 above as a cull de sac branching off a street, or a boundary facing onto a street.

10.1.3 Un-built Street or Close Boundary:

A boundary facing onto a street or close from less than 20 meters at any point, from the road edge where no core building is built on the boundary or parallel to it, or within a few degrees of parallel to it.

10.1.4 Built Street or Close Boundary:

A boundary facing onto a street or close from more than 20 meters at a point away from the road edge, where a core building is built on the boundary or parallel to it, or within a few degrees of parallel to it.

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For the purposes of both 10.1.3) and 10.1.4) above, a boundary through which access to an erf is gained, although the street is further than 20 meters away, shall be deemed to be facing onto a street.

10.1.5 Back Boundary:

A boundary which is situated within 10 meters of the estate boundary, and which runs parallel, or within a few degrees of parallel, to the estate boundary as well as a common boundary with other erven at the back of the property.

10.1.6 Open Space Boundary:

A boundary facing onto any open space, such as golf course, river, vineyard, or estate common area. As such it will not face a street, close, or other erf boundary closer than 20 meters away at a point measured as an extension of the boundary line facing the road, (see 10.1.1. above). Golf cart access from residential erven on to common land or the golf course is not permitted.

10.2 GENERAL PROVISIONS

10.2.1 The provisions laid out in these general guidelines apply to all erven, other than where a Specific Guideline applicable to an erf conflict with them, in which case the provisions of the Specific Guidelines shall prevail.

10.2.2 The various permissible permutations relating to boundary walls, are described as types A, B, C, D and E, and includes sub variations in certain categories, and are detailed, along with dimensions in Figure 30. All dimensions indicated apply to finished, plastered structures. In the cases of type, A and B, the width of the walls may range between a minimum and maximum indicated on Figure 30.

10.2.3 Three wall coping typologies are allowed: V, Flat or Rounded.

- (i) V-; Flat- or Rounded saddle copings may not project more than 25mm on either side of the wall.
- (ii) Rounded copings may be flush with the wall or may be built with a 25mm ridge.
- (iii) Also note that only one coping typology may be used on the walls.

10.2.4 The texture of the plaster finish to all wall faces other than in cases of wall faces internal to the erf must be wood troweled.

10.2.5

(i) All ends of freestanding walls must terminate in square 440mm x 440mm columns, with or without copings as described in clause 10.2.3 above, if applicable.

(ii) If gates are fitted into a free-standing wall, 440mm x 440mm columns with or without copings as described in clause 10.2.3 above, if applicable, must be built on both sides of the gate.

10.2.6 Where walls incorporate columns, such columns must be square, must protrude no more than 100mm from the face of the wall, with or without copings as described in clause 10.2.3 above if applicable.

Wall types C, D, and E may incorporate a plinth on the internal façade of the wall to the erf only.

Wall types C, D, and E columns may be flush with the façade of the external wall of the site.

Columns in all types of walls must be equally spaced or as close as practically possible along the length of the wall.

10.2.7 No wall may incorporate any recessed raised panels, or any other form of embellishment, other than in the case of facades internal to the erf.

10.2.8 Any reference to the maximum height of a wall shall be taken as a measurement to the top of any coping, if applicable, forming part of the wall.

10.2.9 An opening in the wall for pedestrians, of a maximum width of 1200mm and a minimum width of 800mm may be provided. Any gate mounted in it must conform to clause 11 of these guidelines.

10.2.10 Palisades may be mounted on top of type A walls or lower walls, with or without copings as described in clause 10.2.3 above, if applicable. The total height of these structures may not exceed 1.8m.

10.3 BOUNDARY WALL PALSAD FOR TYPE II ERVEN:

The adjacent positioning of Type II erven effectively creates medium density clustered courtyard living spaces, and figure 44 illustrates some possible combinations drawn from the available options.

10.3.1 Shared Boundary:

No walling is obligatory, and if employed, may be any of types A, B, C, D or E. Owners should endeavour to achieve agreement on walls where they share a boundary.

10.3.2 Close Boundary:

A wall of either types A or B may be built for the length of the boundary, and if desired for privacy, particularly for swimming pools, type C wall to a maximum of 50% of the length of the boundary may be incorporated with the type A or B wall.

10.3.3 Un-built Street or Close Boundary:

Only walls of either Types A or B may be built for the length of the boundary. For privacy, particularly for swimming pools, a Type C wall may be built for a maximum length of 50% of the boundary and may be incorporated with a Type A or B wall. Trellis or glass balustrades may be incorporated for safety.

10.3.4 Built Street or Close Boundary:

The spaces between the core building and the boundaries on either side of it, at right angles, or within a few degrees of right angles to it, must be closed off by construction of either types A, B or C walls and if desired for privacy, particularly for swimming pools, type C wall, not necessarily positioned on the boundary itself, to a maximum length of 50% of the length of the boundary may be incorporated with the type A or B wall.

10.3.5 Linking elements:

Linking elements are encouraged, as illustrated in figures 46 – 49, and if employed, are defined to be part of facade structure, as opposed to a boundary wall.

10.3.6 Open Space Boundary:

Boundary walls type A and type B may be used on the open space boundary of an erf and if desired for privacy, particularly for swimming pools, a type C wall, to a maximum length of 50% of the length of the boundary may be incorporated with type A or B wall.

10.3.6.1 A steel palisade may be mounted on top of type A walls on the open space boundary of an erf, to a maximum total height of 1800mm, and if adjoining a shared boundary, the type A or type B wall and palisade must return 3000mm on such shared boundary and abut with a column conforming with the guidelines for the type of wall in which it is set.

10.3.6.2 A steel palisade may be erected on the open space boundary of an erf, to a maximum total height of 1800mm and if adjoining a shared boundary, the palisade must return 3000mm on such shared boundary

10.3.6.3 Where palisades are used on top of a type A wall, all balusters must be vertical, solid, and between 10mm x 10mm and 20mm x 20mm if square, and between 13mm and 20 mm in diameter if round.

10.3.6.4 Where palisades are erected, but not on top of a type A wall, the palisade posts must be square, and of a minimum size of 70mm x 70mm and a maximum size of 100mm x 100mm.

10.3.6.5 Where palisades are erected atop a type A wall, brickwork columns, conforming to the general condition laid down for the wall must be built.

10.3.6.6 In such event, the total maximum height of 1800mm shall apply to the top of the palisade.

10.4 BOUNDARY WALL PALISADE FOR TYPE I ERVEN:

10.4.1 No boundary walls need be provided if no domestic animals require containment

10.4.2 Shared Boundary:

10.4.2.1 Shared boundary walls between type I erven may be either type B, or a combination of type B and type C. Owners should endeavour to achieve agreement on walls where they share a boundary.

10.4.2.1 Where a combination of type B and type C is used, the sections of the wall terminating in both the front and back boundaries of the erf must comprise of type B walls for a minimum of 3000mm from both such boundaries.

10.4.2.2 Where a combination of type B and type C is used, the central section of type C wall must encompass no more than one third of the total length of the boundary upon which it is built.

10.4.2.3 All type C walls must terminate in a column conforming with the guidelines for the type of wall in which it is set.

10.4.3 Un-built Street Boundary

A wall of either types A or B must be built for the length of the boundary, and if desired for privacy, particularly for swimming pools, type C wall to a maximum of 50% of the length of the boundary may be incorporated with the type A or B or trellis or glass balustrades for safety.

10.4.4 Built Street Boundary:

The spaces between the core building and the boundaries on either side of it at right angles, or within a few degrees of right angles to it, must be closed off by construction of either types A or B walls not necessarily positioned on the boundary itself, and if desired for privacy, particularly for swimming pools, type C wall to a maximum of 50% of the length of the boundary may be incorporated with the type A or B wall.

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10.4.5 Open Space Boundary:

10.4.5.1 Boundary walls type A and type B may be used on the open space boundary of an erf and if desired for privacy, particularly for swimming pools, a type C wall, to a maximum length of 50% of the length of the boundary may be incorporated with the type A or B.

10.4.5.2 A steel palisade may be mounted on top of a type A wall on the open space boundary of an erf, to a maximum total height of 1800mm, and if adjoining a shared boundary, the type A wall and palisade must return 3000mm on such shared boundary and must meet a column conforming with the guidelines for the type of wall in which it is set.

10.4.5.3 A steel palisade may be erected on the open space boundary of an erf, to a maximum total height of 1800mm and if adjoining a shared boundary, the palisade must return 3000mm on such shared boundary and must meet a column conforming with the guidelines for the type of wall in which it is set.

10.4.5.4 Where palisades are used, all balusters must be vertical, solid, and a minimum 10mm x 10mm, a maximum of 20mm x 20mm if square and between 13mm and 20mm diameter if round. Horizontal members required for structural purposes must match the size of the balusters.

10.4.5.5 Where palisades are erected, but not atop a type A wall, the palisade posts must be square, and of a minimum size of 70mm x 70mm and a maximum size of 100mm x 100mm.

10.4.5.6 Where palisades are erected atop a type A wall, brickwork and columns must conform to the general condition laid down for the wall.

10.4.5.7 In such event, the total maximum height of 1800mm shall apply to the top of the column copings, the palisade and the lower side of column copings shall not extend more than 100mm above the top of the palisades.

10.4.5.8 SEVERE SLOPES ON ERVEN:

a) Type A or B walls may be built at a slope that is equal to that of the erf.

b) Pillars may be built at 3500mm centers min. with panels in between varying in height in accordance with the slope. Type B walls may however not exceed 1500mm (height) in these cases.

10.5 SERVICE YARD WALLS: TYPE 1 AND TYPE II ERVEN

A Service yard is an area that houses certain services, including but not limited to those described in par.19 below.

A wall type D must surround all service yards on all the open sides.

10.5.1 The outer wall type D of a service yard may be incorporated as part of a boundary wall.

10.5.2 Type D walls as referred to in 10.5.1 above may constitute a maximum of 1/4 of the length of the boundary, which they face and must be designed to form part of the buildings. They must be of sufficient height to effectively screen any items contained in the service yard from the view of any persons outside the erf on natural ground level.

10.6 VERTICAL EXTERIOR SCREENS

Vertical exterior screen materials that may be used are Timber, (Frame or slatted) G.M.S, Aluminum, or glass. Finishes: Varnished or Painted and other materials to be painted. The colour to be white or to match the residence with a maximum height of 2,1m.

van

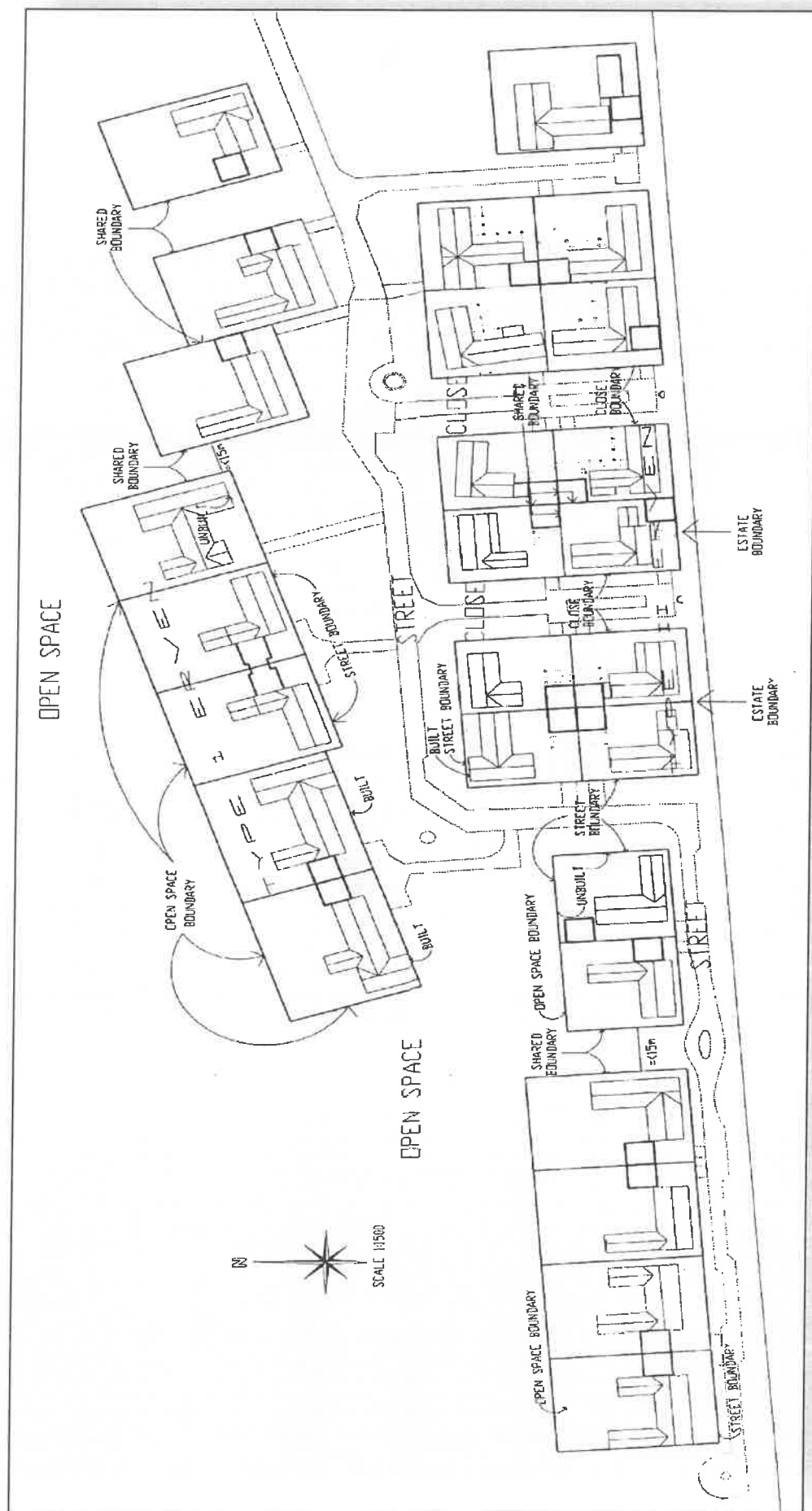
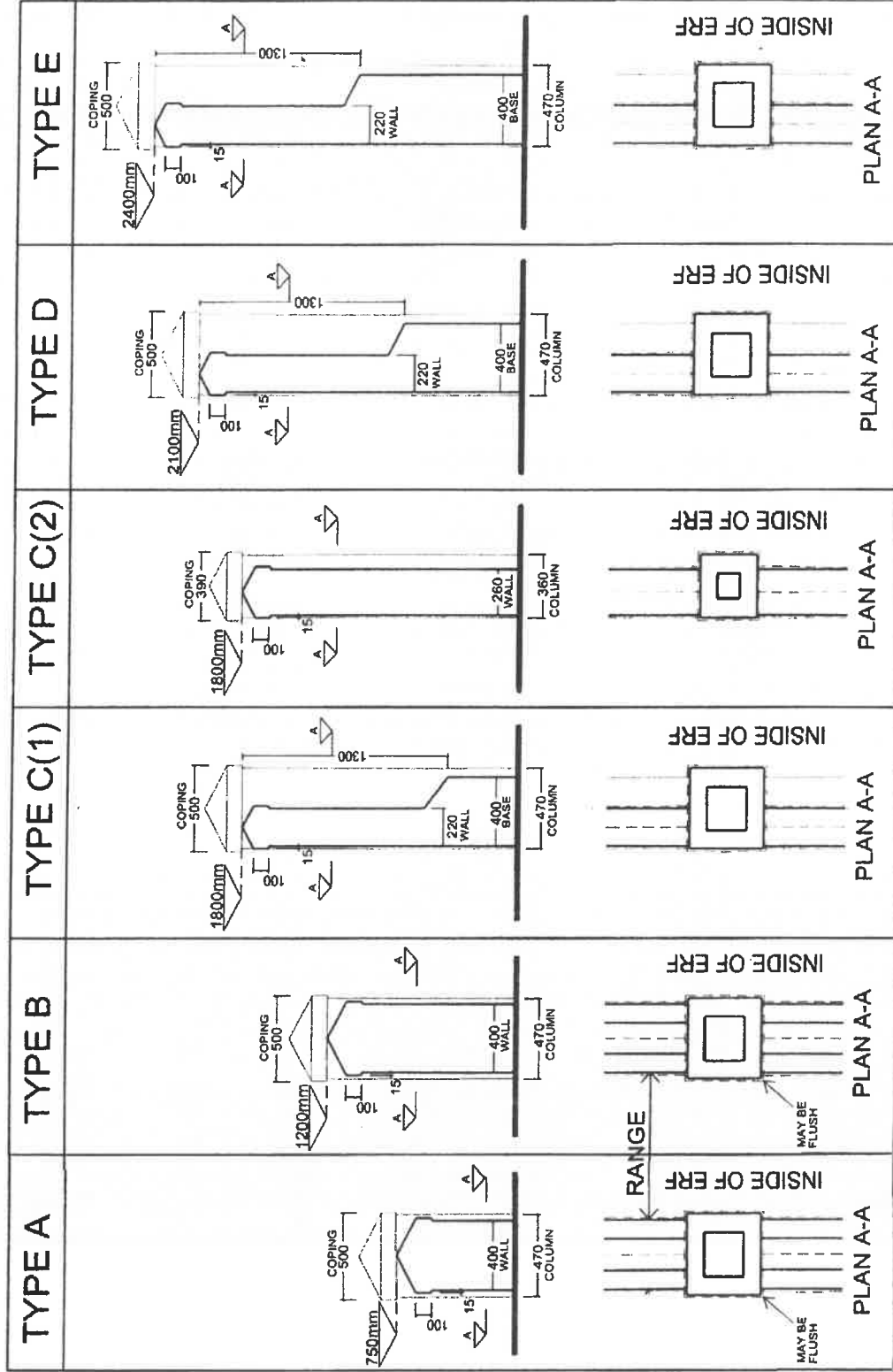
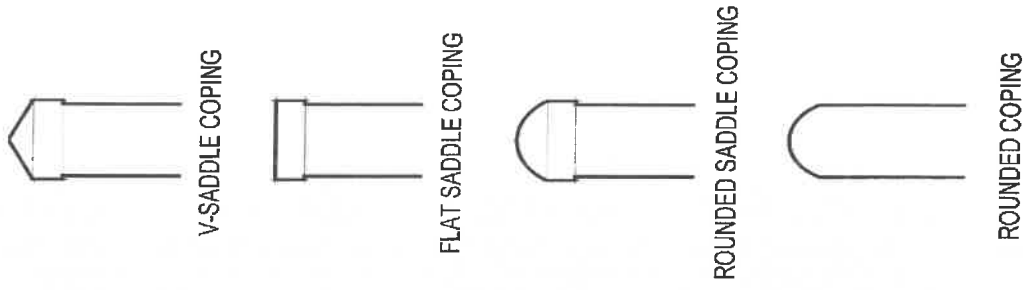


Figure 29: Boundary Types

km



Wall Types

FIGURE 30

Coping Typologies

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11. GATES (Figures 32-34)

11.1 Either wrought iron, steel, galvanized or timber gates with varnished or painted finish may be used as described in Section 15.2 and 15.8.

11.2 Galvanized gates require curing after installation. This requires a primer coat, base coat, and a black mat paint finish.

11.3 Golf carts access from residential erven on to common land or the golf course is not permitted.



Figure 32: Timber Gate

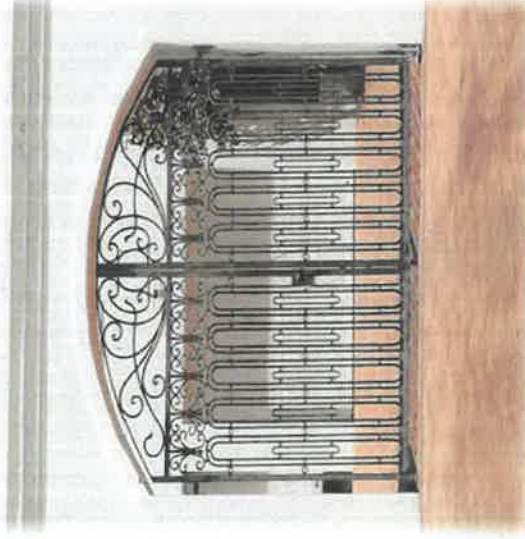


Figure 33: Decorative wrought iron gate in Poort.



Figure 34: Wrought iron gate on axis of main entrance

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12 EXTERIOR WALLS, WINDOW SILLS AND PLASTER BANDS

12.1 External walls must be plastered with a smooth wood trowel finish and painted (no articulated or un-even plaster will be permitted.) However, swimming pool sides, fountains, steps and barbecues not facing a street or close, are exempted from the above and can therefore be clad with tiles or similar.

Colour of cladding – Natural earthy colours may be used. Bright colours are not permitted.

All external windowsills and surrounds must be plastered, with a smooth wood trowel finish.

12.2 Simple articulated plaster bands are encouraged, and if used, must have a minimum width of 120mm and a maximum width of 200mm (Figure 35).

12.3 Plaster bands with a minimum width of 120mm and a maximum width of 140mm to clerestory windows are permitted.

13 WINDOWS AND DOORS

13.1 WINDOWS (Figure 36)

Reference should also be made to Section 3- UTILIZATION OF THE ROOF SPACE- in respect of ventilator windows, gable windows and roof windows.

13.1.1 Only windows in which the vertical dimension exceeds the horizontal are allowed. Windows are not allowed in the section of wall beneath the wall plate and above ground floor ceiling height, except for gable windows (see 3.2), and those described in 13.1.2 and 13.1.3 below.

The ratio of horizontal dimension to vertical must be between 1:1.5 and 1:2. and 1:3 and in the case of gable windows, the width of the window may not exceed 1250 mm, and only one window may be incorporated in a gable in the section of wall above ground floor ceiling height. (See 3.2 earlier).

Notwithstanding the provision contained above, where projecting chimneys are positioned centrally in a gable, one window on either side of the chimney in a position above ground floor ceiling height will be permitted.

13.1.2 Notwithstanding the provision contained in 13.1 above, and except for gables, clerestory and ventilator windows may be in the section of wall beneath the wall plate

and above ground floor ceiling height, including basements, illustrated in Figure 36, and may be of such a nature that the horizontal proportion exceeds the vertical. In such cases the maximum horizontal proportion is 900mm and the maximum vertical proportion 600mm.

13.1.3 Notwithstanding the provision contained in 13.1 above, in the case of type II erven only, certain other windows may be in the section of wall beneath the wall plate and above ground floor ceiling height, other than in the case of a flat façade with no abutment or verandah.

These windows must be 900mm in width, by either 1200mm or 1500mm high, and may be additional to clerestory windows dealt with in 13.1.2

A maximum of three of these windows may be used in the case of a flat façade with an abutment or verandah or on the flat portion of a façade with a protruding gable. Where a central protruding gable is found, four windows will be allowed to ensure symmetry. One each may also be used on the side walls of the gable protruding from the main façade. Where these windows face onto a neighbouring erf,

and are closer than 2,0 m from the boundary – pergolas are not required.

13.1.4 Where other than clerestory / ventilator windows are incorporated in a façade with "French Dormers" exceeding 4000mm in length (See Section 3.3 DORMERS), they must be provided with an abutment, pergola, or verandah on ground level, except French dormers that are closer than 2 meters from the neighbouring erf boundary. In cases as described above, the total opening width may not exceed 50% of the width of the French dormer.

13.1.5 'Winblok' or other precast concrete windows, glass block windows, or mock sash type windows (windows resembling a sash window but operating in any fashion other than vertical sliding) are not permitted.

13.1.6 Bay windows are not permitted.

13.1.7 Aluminum and U-PVC windows and doors may be used, provided that the diameter sections and profiles exceed 50 mm.

13.1.8 Only Velux or similar approved roof windows may be used in roof space and loft areas and may not exceed 780mm X 1400mm. The

positioning of these windows must align with the placement of doors and windows on the elevations of the building.

13.1.9 Coloured glass is not permitted in any window or door facing a street or close.

13.1.10 The combined width of all openings (doors & windows) per façade may not be more than 50% of the total width of the façade.

13.1.11 The combined width of all openings (doors & windows) per gable end may not be more than 50% of the total width of the gable end.

13.1.12 For kitchens, bathrooms, sculleries & laundries window proportions and ratios of 1:1 (to a maximum of 1200mm x 1200mm) may be used, but may not face a Street, Close Golf Course, and other Open Spaces.

13.1.13 GABLE WINDOWS

On ground floor level, where a protruding gable end faces an Open Space boundary, larger type openings will be permitted, provided that the total width of the aperture does not exceed 3000mm or 60% of the gable width, whichever is the lesser. Everyone part of the aperture must conform to the ratio as set out in 13.1.1.

part of the aperture must conform to the ratio as set out in 13.1.1.

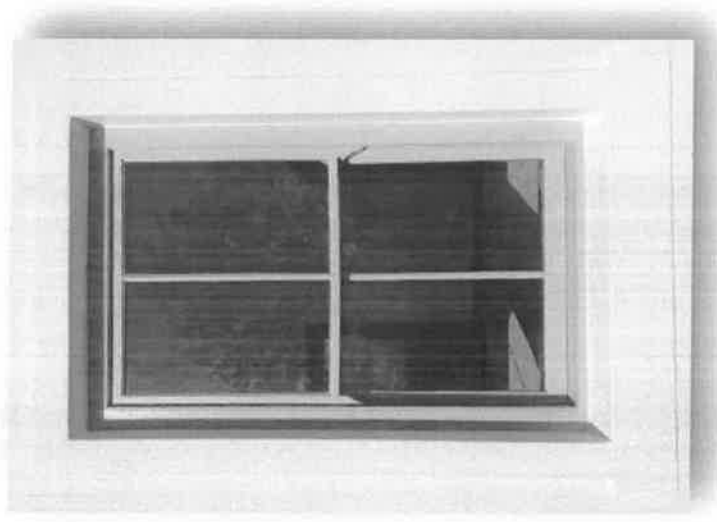


Figure 35: Plastered windowsill and plastered bands

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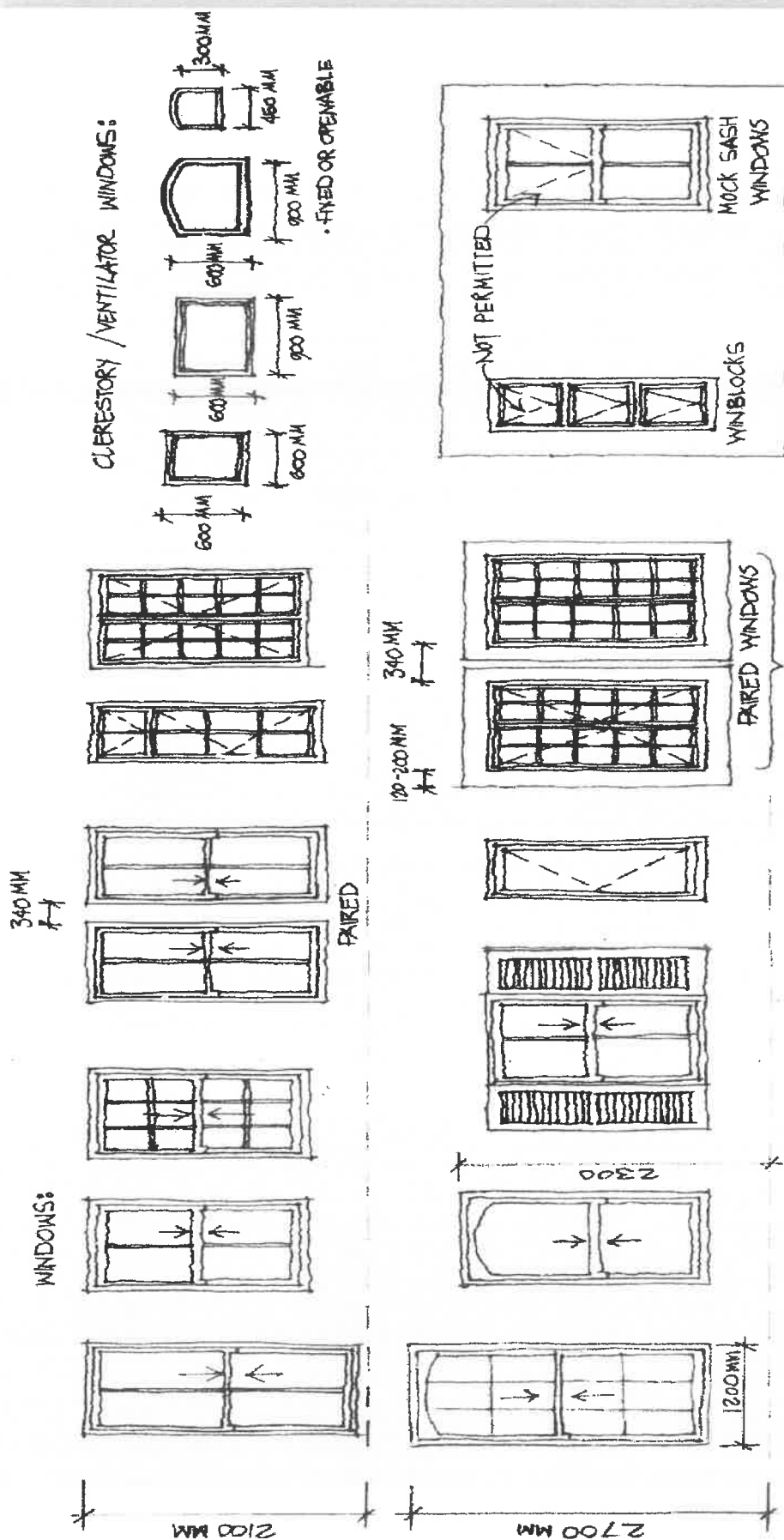


FIGURE 36: Examples of a range of Window Types (Not exhaustive or all inclusive)

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13.2 DOORS (Figure 37)

13.2.1 Front doors facing a street or close boundary may not exceed 2700mm in height, measured to the top of the fanlight if applicable. The maximum total width of the aperture may be 1750mm in the case of double doors, and 1200mm in the case of single doors.

13.2.2 Any door, other than the front door, sliding, folding, or otherwise, fitted to openings exceeding 1750 mm, measured to the total width of the opening, including sidelights etc. must be placed at least 3500mm behind a verandah or pergola. Should this be impossible due to the position of a built structure such as a pool, a cantilevered or braced pergola (with minimum depth of 1200mm) and with beams across (spacing not exceeding 800mm center to center) would be permitted. However, when these doors are not facing the golf course or public open space a verandah or pergola is not required.

13.2.3 Where sliding or folding door are fitted to a gable wall, they may not exceed 50% of the width of the gable, or 3000mm whichever is the lesser.

13.2.4 Where sliding or folding doors are used, they may not be mounted in an aperture exceeding 6000mm and sliding doors may not account for more than 50% of the façade, including gable fronts, into which they are set.

13.2.5 Barn type doors, which must have double leaves, wooden shutters, and arched tops are permitted in gables on ground floor only. They may not exceed 2400mm in width and 3000mm in height.

13.3 AWNINGS

Awnings, of any material, fixed, retractable, or other, may not be mounted to, or above, any window or door other than on the private side of the building, away from streets, closes, the golf course, and other open space areas, and internal to the erf and may not be shiny. Horizontal retractable and adjustable awnings or louvres.

13.3.1 Horizontal "Retractable" awnings are only permitted under following conditions:

- a) Awnings must be enclosed by at least three walls of the core building.
- b) Awnings may not be visible from a street or close.

c) Colour – All awnings to be white or match the colour of the wall into which they are installed. No shiny or reflective awnings are permitted.

d) Mechanism – Where possible, the mechanism, controlling these awnings, must be hidden behind a column, parapet wall, fascia or similar.

13.4 ENCLOSURE OF STOEPS (SEE CLAUSE 9.3.6)

Vertical Awnings.
(Excluding windows and doors)

Canvas or similar or Aluminum shutters are the only materials that may be used to enclose a stoep that faces a street or close.

14 SHUTTERS

14.1 Shutters must be functional. (Hinged or sliding) No false shutters are permitted.

14.2 Shutters must be of hardwood or epoxy powder coated aluminium.

14.3 The colour of the shutters must be painted or epoxy-coated in one of the colours as prescribed in clause 15.2 below or varnished in the case of timber Shutters.

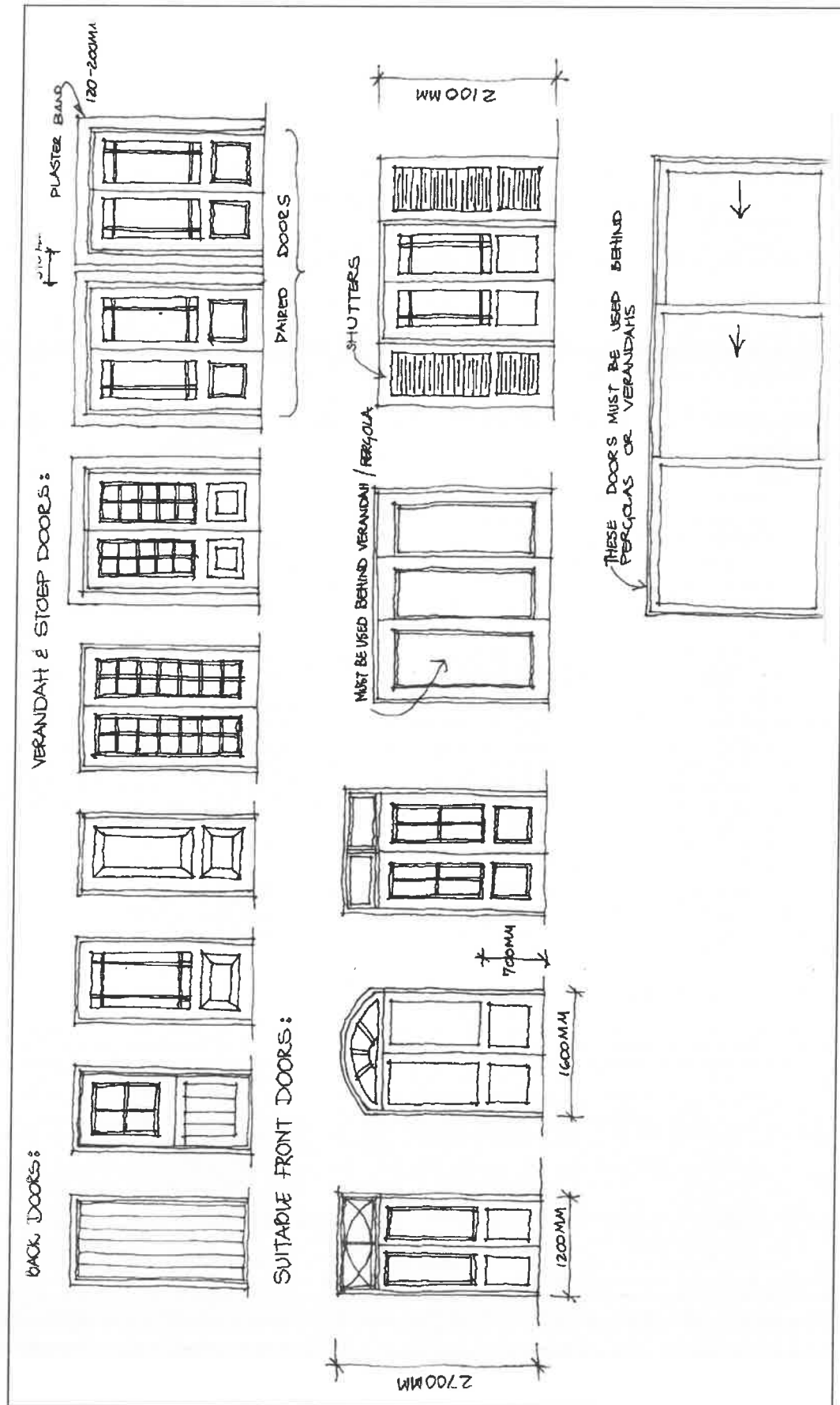


Figure 37: Examples of a range of Door Types (Not exhaustive or all-inclusive).

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15 EXTERIOR COLOURS

All surfaces for painting must be properly prepared, particularly in the case of metals, which must be galvanized to avoid rusting and degreased to avoid paint flaking.

15.1 Plastered exterior walls, including boundary walls and columns may be painted in the following colours as per Plascon's chart reference:

- Wall and All White (WAA1)
- Cloud White (VEL30)
- Grecian White (VEL 33)

15.2 Timber windows and doors (excluding garage doors), shutters, clerestory windows and ventilators may be varnished, or alternatively painted in the following colours as per Plascon's chart reference.

- Wall and All White (WAA1)
- Charcoal Aluminum (AL-B03)
- DZ Green (DZG)
- Spring Serenade (B2-D2-1)

15.3 Timber Garage doors must be painted either Wall and All White or to match the colour of the wall in which they are mounted.

15.4 Timber Front doors must be painted Wall and All White or match the colour of the window frames they are mounted or painted in colour as indicated in Section 15.2.

15.5 Aluminum Garage doors must be epoxy powder coated in pure white.

15.6 Aluminum frames, windows and doors must be epoxy powder coated in one of the colours prescribed in 15.2 above.

15.7 Plaster bands and windowsills must be painted pure white, or to match the colour of the wall into which they are set.

15.8 Palisades may be painted in one of the colours prescribed in 15.2 above, excluding white

15.9 Wrought iron or steel gates must be painted matt black, or in one of the colours prescribed in 15.2 above.

15.10 Timber gates may be varnished or painted in one of the colours prescribed in 15.2 above.

15.11 Plaster bands and windowsills must be painted pure white, or to match the colour of the wall into which they are set.

15.12 Roofs, if painted, must be consistently charcoal. This includes alterations and additions to roof. With alterations, the new colour needs to be applied throughout the rest of the roof. Roof colour to use is Nuroof Cool- Earth Shadow (TRP 206-Charcoal)

15.13 Chimneys, as described in Section 20 below, must be painted to match the wall to which they are attached.

15.14 Facias and bargeboards must be painted pure white or to match the colour of the roof which they abut.

15.15 Gutters must be painted to match the facias and down pipes must be painted to match the walls to which they are affixed.

15.16 Should timber windows and doors be varnished in a dark colour, any other additional aluminum door or window colour must match the varnished timber.

15.17 Pergola colours and materials to be finished in one of the colours as described in clause 15.2 above.

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16. BALCONIES

16.1 Balconies must form an integral part of the design and any visible sides of slabs, or brickwork, must be plastered and painted to match the wall surface to which they attach.

16.2 The following balcony types are permitted:

16.2.1 Type A (Figure 38)

The slab may protrude a maximum of 200mm from the exterior face of the building, and the width of the balcony may not exceed 1750mm. A handrail must be fixed onto the side or top of the entire slab. The doors giving access to the balcony must open inwards or may be sliding.

16.2.2 Type B (Figure 39 & 40)

16.2.2.1 The slab may protrude a maximum of 1500mm from the exterior face of the building, and the width of the balcony may not exceed 3000mm.

16.2.2.2 A Handrail must be fixed onto the side or top of the entire slab.

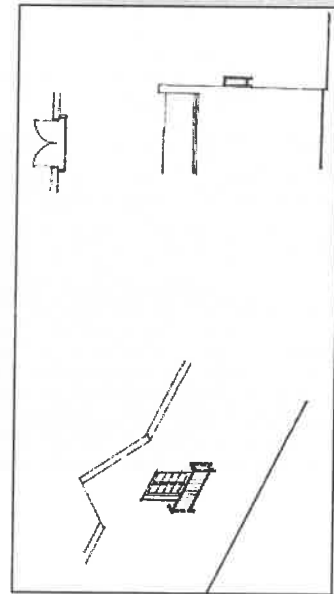


Figure 38: Type A balcony

16.2.2.3 The doors giving access to the balcony may open inwards or outwards or be sliding.

16.2.2.4 The supporting columns must conform to the general provision for columns contained in section 10.2.5 of these guidelines.

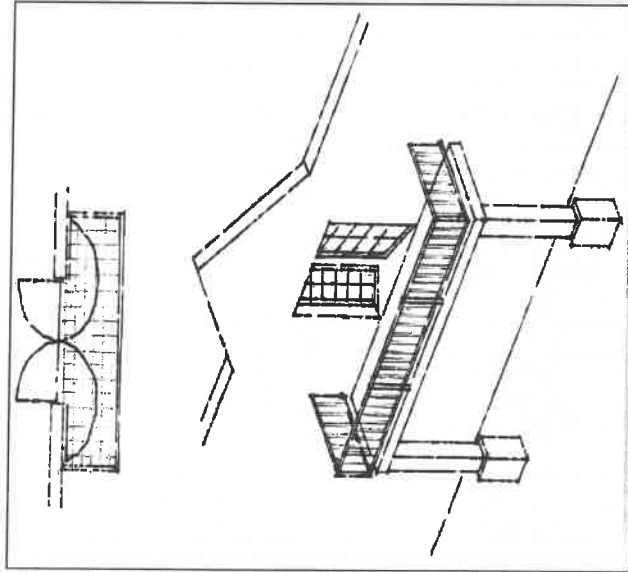


Figure 39: Type B

16.2.2.5 In place of columns, a concrete 'buttress' to support cantilever slabs may be used, structural or ornamental.

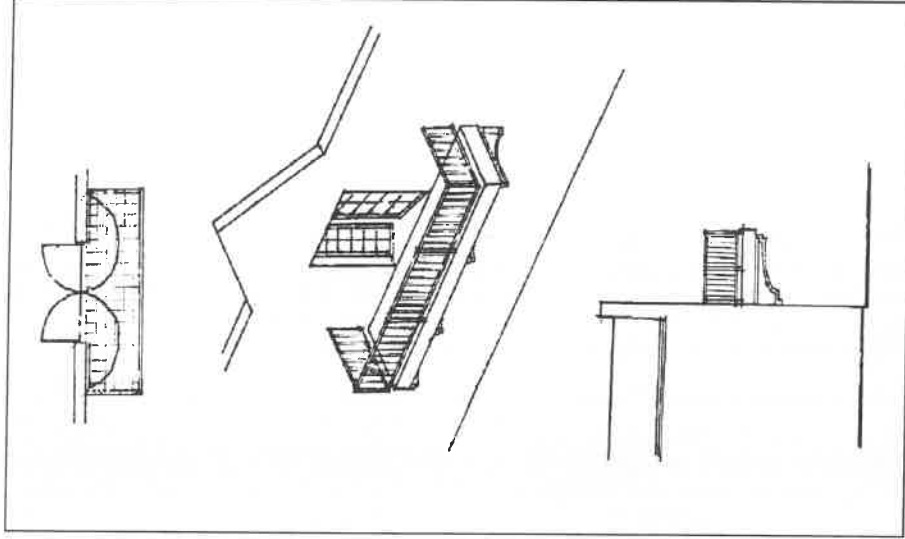


Figure 40: Type C

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6.2.3 Type C (Figure 41)

Larger balconies are permitted, provided that the following conditions are complied with:

16.2.3.1 They may not be constructed on a elevations aligning with a boundary of the erf, which fronts onto a street or close. Where they front onto a shared boundary, the front of the balcony may not be closer than 5 m from the boundary

16.2.3.2 They must be enclosed by the walls of the core building, abutting walls on all sides other than the front, and the slab may not extend beyond the walls against which it abuts.

16.2.3.3 a Balustrade may be fixed on the side or top of the slab; or brickwork to a max height of 1000mm may be constructed on the edge of the slab and a handrail fixed on the sides or top of the brickwork.

16.2.3.4 Should a flat concrete roof over a stoep/terrace/verandah, or over an abutment or Garage face onto a vineyard, orchard or the perimeter of the estate, this flat roof may be used as a balcony provided the balcony terminates at least 5.0m from a neighbour's boundary.

16.2.4 Type D (Figure 42)

These balconies are accommodated only in gable front walls, and if employed will be the only aperture permitted in the gable above ground floor ceiling height (No additional window permitted).

16.2.4.1 The aperture may not exceed 1/3 of the gable width, and the vertical proportion must be between 1.2 and 1.5 of the horizontal proportion.

16.2.4.2 Double leaf, inward opening doors or sliding doors must be fitted, and if not natural timber, must match the exterior colour of the wall into which they are set.

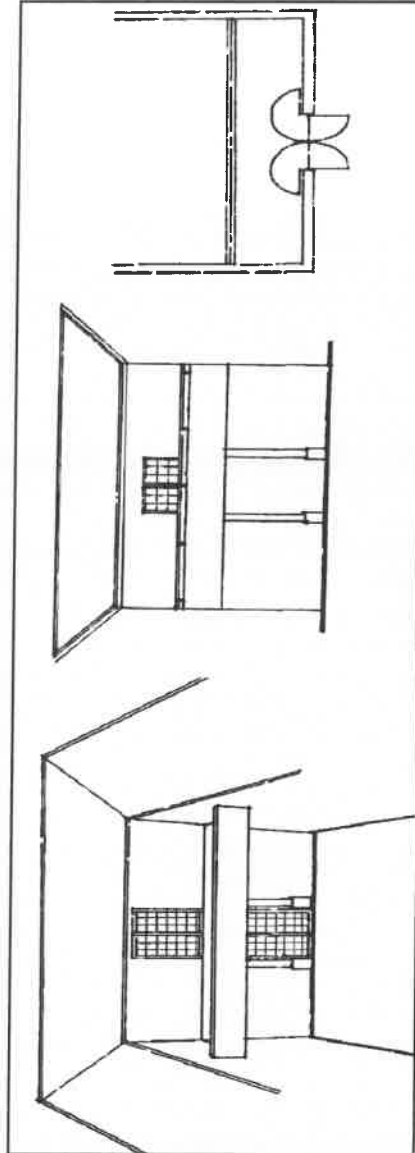


Figure 41:

Type C balcony internal courtyard

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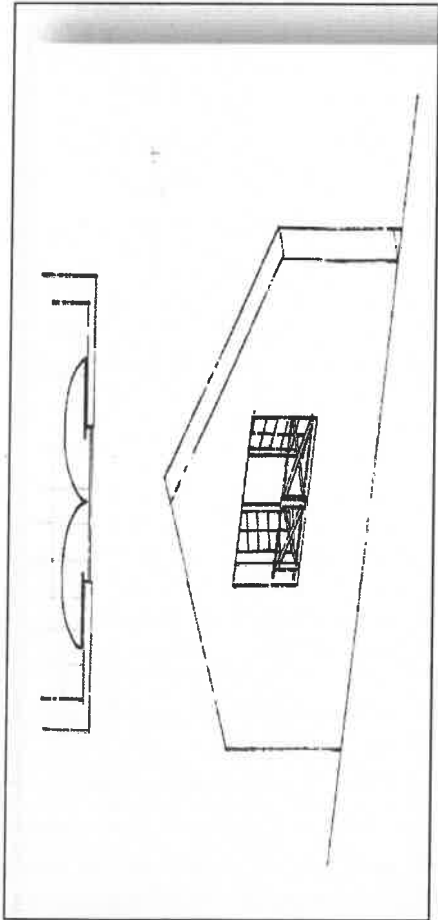


Figure 42: Type D balcony

16.2.4.3 a Balustrade, must be mounted in the aperture. No brick balustrade will be allowed on these balconies.

17 BALUSTRADING

The following conditions apply to handrails and balustrading:

17.1 The height to the top of all handrails or balustrades, including those mounted on brickwork, must be 1000mm above the floor finishes of the balcony slab.

17.2 Hardwood timber balusters varnished or painted in any of the colours prescribed in 15.2 above.

17.3 Square mild steel tubing and flats, painted white, matt black or any of the colours prescribed in 15.2 above or stainless steel.

17.4 Glass balustrading is permitted.

18 BURGLAR BARS, SECURITY GATE SYSTEMS, INCLUDING SECURITY LIGHTS.

18.1 All burglar bars, security gates and security screens, including expandable and sliding products, and roller shutter systems, must preferably be mounted internal to the openings which they secure, behind the glazing of windows or sliding doors, and behind wooden doors.

18.2 Every effort should be made to align vertical bars with mullions.

19. SERVICES

19.1 Television aerials and satellite dishes must be fitted below the main building eaves line. Satellite dishes must be white composite or approved equivalent.

19.2 Sewer and vent pipes must be concealed in vertical ducting within the wall plane of the building.

19.3 All telephone and electrical cable reticulation on the property must be underground. No overhead masts or wires are permitted.

19.4 Washing lines must be contained in a service yard as described in 10.5 above, and may not be visible from outside the erf upon which they are erected.

19.5 Air Conditioning, Geyser units and Heat Exchange Pumps.

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19.5.1 These must, if not located within a service yard as described in 10.5 above, be installed against exterior walls at or below ground level and must not exceed a height of 1200mm above ground level and must be entirely screened by surrounding brickwork or similar approved finish and colour matching the exterior wall to which it is attached.

19.5.2 If the condenser units are placed on a flat roof, they must be entirely screened by surrounding brickwork or similar finish and colour matching the exterior wall to which it is attached. The brickwork must extend a minimum of 200mm above the condenser unit and may not be higher than the underside of the fascia.

19.5.3 Under no circumstances may any part of the air-conditioning units be visible from the outside of the erf as viewed from natural ground level.

19.5.4 Window mounted air-conditioning units are not permitted.

19.5.5 Noise levels from these machines must not cause a nuisance to any residents and may not exceed allowable operational 50 decibels during day or night when measured on the erf boundary.

19.6 House numbers may be no larger than 75mm high and 60mm wide.

19.7 Gas cylinders, refuse bins, compost piles and clothes lines must be located within service yard as described in 10.5 above.

19.8 Solar Panels

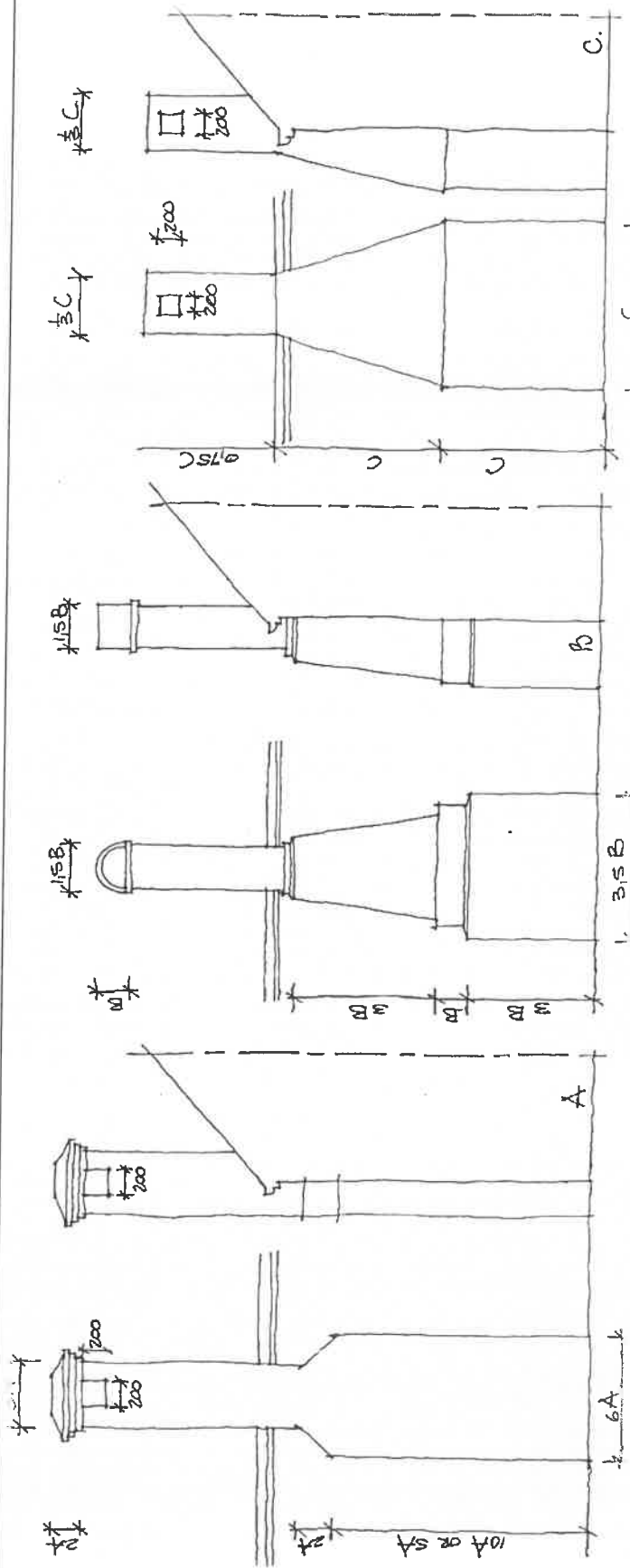
Note: For additional information regarding Solar Panels for Electrical Generation, refer to:

1. Application and Commissioning Form.
2. Guidelines and Specifications SSEG

19.9 Swimming Pools

These swimming pools may only be built below natural ground level, and should a pool encroach over the building line, the building line is waved, but only for the pool.

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20. CHIMNEYS

20.1 Plastered and painted masonry chimneys are permitted, strictly in accordance with the alternatives illustrated in figure 43

20.2 The highest point of the chimney must be a minimum of 1000mm above the ridgeline of the roof if positioned on the roof as per NBR.

Figure 43: Possible Chimney Types

20.3 In case of internal combustion stoves or similar heating devices, - chimney pipes less than 200mm in diameter and not protruding more than 400mm above roof finish are permitted, these types must match the colour of the roof or may be stainless steel pipes. In the case where pipes exceed 200mm in diameter and protrude more than 400mm above roof finish, chimney details as indicated in Fig.43 will apply.

20.4 Chinese Cowls are only permitted in type C Chimneys above. It can be placed on top or built into Chimney. These cowls are to be painted matt black.

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21. EXTERNAL LIGHTS

21.1 Lights on walls at the front door, garage or entrances form a welcome guide for visitors and play both a functional and aesthetic role. "Ledbury Lamps", "Canterbury Classic Bracket", "Blenheim", "Stratford Pendant" or "Canterbury Longford" are, amongst others, all recommended.

21.2 Other contemporary lighting designs may also be used.

21.3 No coloured bulbs or glass to light fittings is permitted.

21.4 Spot / Security lights that cast light outside a particular property are only permitted if it does not infringe beyond the boundaries of other homeowners.

22. COURTYARDS (Figure 44)

22.1 Courtyards are among the most ancient of outdoor rooms.

22.2 Of particular significance for De Zalze is the opportunity created for courtyard living by the urban design of each development node with Type II erven. The establishment of courtyards is also encouraged for Type I erven.



Figure 44: Typical view of Type II erven with courtyards

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23 . PRIVACY AND NOISE

23.1 Visual privacy

23.1.1 These guidelines cannot guarantee visual privacy.

23.1.2 It is important that individual property owners ensure that houses are designed in a manner which respects the need for private outdoor space for neighbouring owners.

23.1.3 Palisade fence as per figure 45 and / or timber lattice, steel lattice or similar are permitted to obtain privacy under the following conditions:

a) When installed on top of an existing wall, the lattice may not exceed 50% of the height of the wall onto which it is being installed.

b) The lattice may not exceed more than 50% of the length of the boundary into which it is installed.

c) Panels may not be installed in continuous lengths exceeding 6 meters.

d) Colours – As per clause 15.1 and 15.2

23.2 Noise

Refer allowable operational decibels for day or night when measured on the erf boundary as defined in Section 19.4.5.

23.2.1 While visual privacy can be attained by providing screen walls and locating windows and balconies in areas where privacy of the next-door neighbours is not compromised, noise is a potential problem that must be managed.

23.2.2 Good neighbourliness requires noise levels to be kept low by individual households.

23.2.3 Measures are required to regulate and reduce noise levels through technical and design intervention:

a) The most effective way of reducing noise disturbance is to ensure that outside living spaces of neighbours are not located directly alongside one another, but that outdoor spaces are in the centre of an erf with a building separating outdoor living spaces.

b) In the instances where boundaries are defined by walls, additional noise screening devices should be utilized, such as planters, hedging, double walls, pergolas, and garden seats.

c) Boundary walls can also be defined by covered walkways, which serve as linking elements between buildings and noise screening devices.

d) The sound of falling water from water features located along boundary walls is an effective method of reducing noise from other external sources.

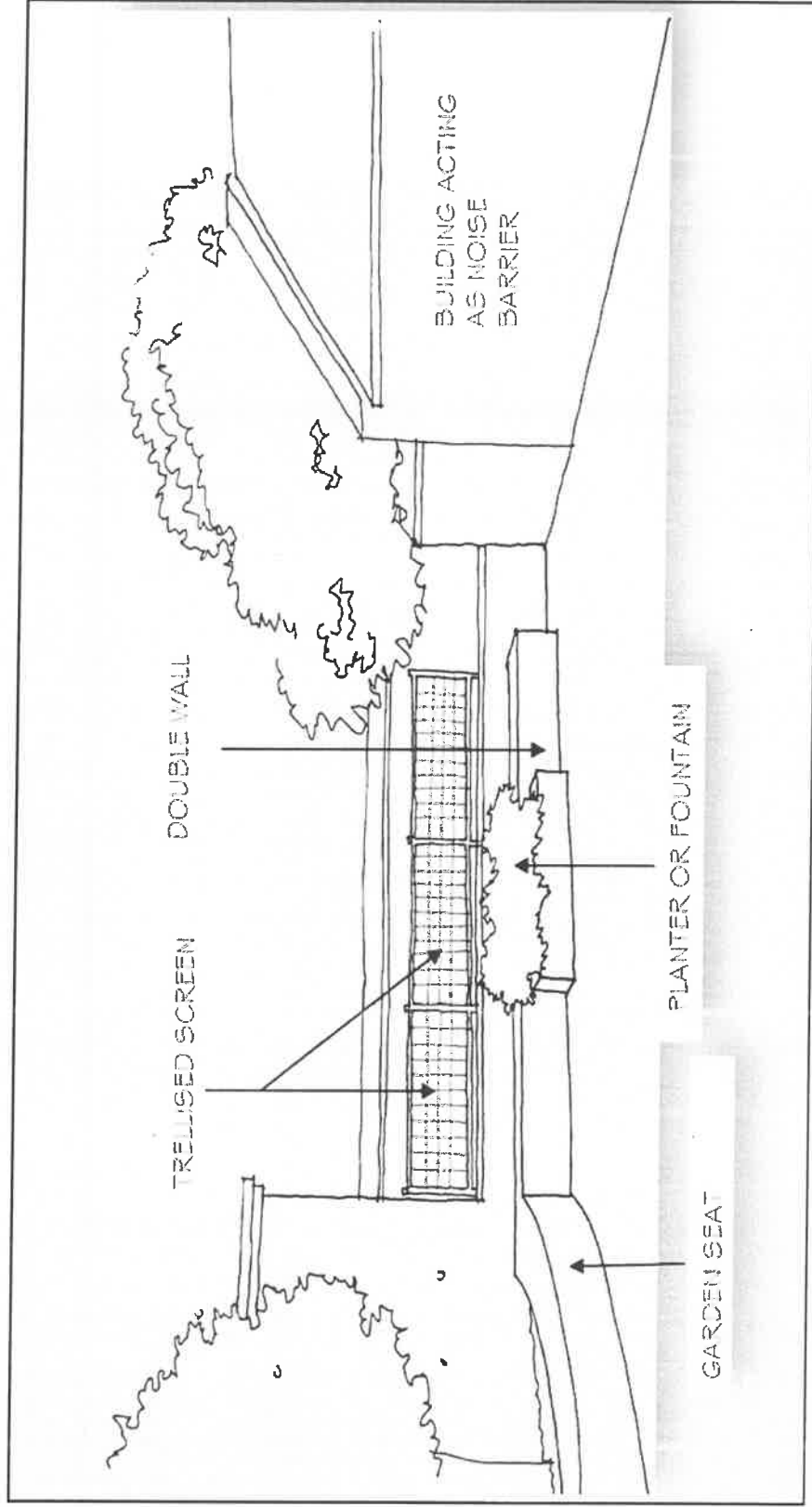


Figure 45: Illustrations of methods of softening edges created by boundary walls

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24. LINKING ELEMENTS

There are several ways of achieving edge continuity by linking facades of buildings which then define the street edge.

The following are examples of such linking elements:

- 1) Archways, (sometimes closed with stable-like doors or coachman's entrances)
- 2) High walls with or without gate openings and doors.

- 3) A wall which serves as a linking element on the street façade may be of the same height as the wall plate of the building next to it but may not exceed it.



Figure 48: Wall as linking element with pedestrian archway.



Figure 46: Typical Coachman's entrance



Figure 47: Wrought iron gate in wall linking element



Figure 49 : Two Buildings linked with a wall element

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25. HARD LANDSCAPING GUIDELINES

25.1 PAVING

25.1.1 The proposed type, colour and pattern of all paving both:

- Within the boundary of an individual property and
- between the boundary and access road must be indicated on the site plan and approved by the HOA prior to installation.

25.1.2 All paved areas that are visible from outside the property must be harmonious with the paving used on the estate, (Corobrick "Wheatstone") as well as 70mm x 70mm grey cobbles.

Premix, interlocking blocks and grass blocks may not be used.

Brown exposed aggregate (9-13Ømm) insitu cast paving may be used inside the property boundary if the transition from the brick paving driveway line up with a built structure e.g., wall or column.

The appearance of the paving must blend with the brick paving and only 10% cement may be visible between the aggregate.

Edge the exposed aggregate insitu cast paving with an appropriate edging.

e.g brick or cobble pavers.

Pedestrian paths may be constructed from clay or concrete pavers, paving slabs, stone chip or laterite. Paving slabs must be rectangular or square.

25.1.3 Pedestrian Paths - Natural, earthy paving colours may be used. Grey and black materials may not be used.

25.1.4 To prevent areas within the public space being too hard and stark, the following regulations are applicable within the public space:

- No driveway may be wider than 6m unless approval is obtained from the HOA.
- Where the section of driveway between the road and erf boundary exceeds 10m in length, the maximum driveway width is 4.0m.
- A pathway to the entrance of a house may not exceed 1,5m in width.
- A paved access for golfcarts may not exceed 2m in width.
- A driveway, pathway and/or golfcart access may not be built adjacent to each other to form a continuous paved area.
- Driveways must join access roads at right angles except where an access road is 3m wide, and larger turning circle into a driveway is required. In this instance, and at 1m from the road,

the driveway may be splayed at 45° angle.

- A The final level of paved areas must be flush with existing levels to prevent soil erosion, (Figure 50), and exposed concrete haunching, (Figure 51). Where the levels cannot be smoothly tied in, the level of the adjacent landscape should be raised or lowered through application to the HOA.

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25.15 All paved areas must be constructed as per standard building practices to ensure an even surface. All paving edges must also be laid evenly, flush with ground level, on a concrete footing and edge the entire length of the driveway/path. (Refer to Figures 52 & 53.)

25.16 Stone chip and laterite pathways must be edged with evenly laid bricks that are flush with ground level, on a concrete footing and around the total perimeter of the driveway/path.

25.17 Before an owner builds a driveway, he must notify the HOA, so that they can install 110ØPVC sleeves in the driveway area. The sleeves are required to protect and accommodate the existing services in the public space and are installed 500mm below ground level.

25.1.8 No paving other than access between the erf boundary is permitted in public spaces.



Figure 50: Pavers are not flush with road.



Figures 52 & 53: Incomplete and unevenly laid edging



Figure 51: Haunching may not be exposed

25.1.9 Should an owner require a change to his existing driveway, then they shall complete the *Request Form*, and submit it to the HOA.

25.1.10 Similarly, where an owner wishes to build a driveway in a position other than that is allowed for; and has received approval for the change from the HOA; then the paving of the existing driveway must be removed, and the area reinstated to landscaping. The reinstated landscaping must match the existing landscaping in the immediately surrounding area i.e., if the existing landscaping consists of a mixed border of plants, then it is not possible to change the theme to an orchard or any other type of agricultural planting.

25.1.11 Where irrigation in the public space is affected by the addition of pathways or new driveways, the owner must notify the HOA for them to move the irrigation so that it waters the landscaped areas correctly.

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26. BUILDING PLAN SUBMISSION

26.1 General

26.1.1 No plans may be submitted to the local authority for approval unless considered by the Homeowners Associations nominated architect and recommended for approval.

26.1.2 Detailed procedural rules for submission and approval may be issued by the Homeowners Association from time to time and must be strictly adhered to.

26.1.3 For the information required on drawings, and the plans submission procedure, all architects and designers must have a detailed knowledge of the Estate's architectural Guidelines and Conditions. (www.dezalze.com)

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ADDENDUM 1: REVISIONS TO GUIDELINES

TABLE 1: OCTOBER 2022

A handwritten signature in black ink, located in the top right corner of the page. The signature is stylized and appears to be a first name followed by a last name.

REVISIONS TO GUIDELINES

DATE	DESCRIPTION
June 2019	Introduction: paragraph 8: articles replaced with Memorandum Of Incorporation (MOI)
	Introduction: paragraph 14: new paragraph added
	Introduction: paragraph 15: new paragraph added
	Revisions to index list:
	Item 7: note 'adjustable louvre covers included' added
	Item 9: note 'adjustable louvre covers included' added
	Item 19: Subdivisions added
	Item 25: Subdivisions added
	Paragraph 1.3.1: paragraph re-written and 'Pitched roofs' added.
	Paragraph 2.2: new paragraphs added.
	Figure 12: dimensions corrected on sketch
	Figure 13: dimensions corrected on sketch
	Figure 15: the word 'space' added to sketch title
	Paragraph 4.2.4. new sentence added: "As per Stellenbosch Municipal zoning scheme the definition of a basement storey is: "any storey with a floor level at least 2.0m lower than the average level of the land around the building".
	Paragraph 4.3: paragraph re-written "All retaining structures may be solidly built plastered and painted walls or natural coloured retaining blocks. Retaining blocks must be covered by natural vegetation at all times.
	Paragraph 7.7: paragraph re-written "Parking space, including garages, must be provided and must be clearly indicated on the erven for four vehicles in case of a Type I erf, and three vehicles in case of a Type II erf.
	Paragraph 8.1.4: the word 'rood' replaced with roof.
	Paragraph 8.2.2 (v) clause added: (V) When roof or part thereof is covered with solar panels, the panels must be fitted strictly according to clause 19.7 and the colour thereof to match the dark grey or charcoal colour of the roof as described in clause 15.10.
	Paragraph 9.3: paragraph sub-divisions re-numbered
	Paragraph 9.3.6.1: paragraph re-written and 'which do not face a street or a close' removed
	Paragraph 10.1.5: paragraph re-written and 'as well as a common boundary with other erven at the back of the property' added
	Paragraph 10.2.3: paragraph re-written and additional sub-clauses (i), (ii) & (iii) added
	Paragraph 10.2.4: paragraph re-written and last sentence omitted.
	Paragraph 10.2.5: paragraph re-written and additional sub-clauses (i) & (ii) added
	Paragraph 10.2.6: paragraph re-written and "with or without copings" added.

	Paragraph 10.2.6: last clause re-written "Columns in all types of walls must be equally spaced or as close as practically possible along the length of the wall"
	Paragraph 10.2.10: paragraph re-written and "with or without copings" added.
	Paragraph 10.3.2: 1/3 replaced with 50%
	Paragraph 10.3.3: paragraph re-written
	Paragraph 10.3.4: paragraph re-written
	Paragraph 10.3.6: paragraph re-written
	Paragraph 10.4.3: paragraph re-written and 1/3 replaced with 50% and 'or trellis or glass balustrades for safety' added
	Paragraph 10.4.4: 1/3 replaced with 50%
	Paragraph 10.4.5.1: 1/3 replaced with 50%
	Paragraph 11.2: paragraph removed
	Paragraph 11.3: paragraph moved up to 11.2
	Figure 32: picture replaced
	Figure 33: picture replaced
	Figure 34: picture replaced
	Paragraph 13.1.13: clause reference no. added at end of paragraph.
	Figure 35: picture replaced
	Paragraph 13.2.1: last sentence in this paragraph removed
	Paragraph 13.2.2: paragraph re-written and sentences added
	Paragraph 13.3: paragraph re-written and sentences added
	Paragraph 13.4: paragraph re-written and aluminum roller shutters added
	Paragraph 15.10: paragraph re-written and sentences added
	Paragraph 15.14: paragraph added
	Paragraph 15.15: paragraph added
	Paragraph 16.2.2: Type B balcony subdivided into sub clauses
	Paragraph 16.2.2.2: Type B balcony width changed from 1000mm to 1500mm
	Paragraph 16.2.3.3: paragraph re-written and sentences added
	Paragraph 16.2.4.3: paragraph re-written and sentence added
	Paragraph 17.3: 'matt black added'
	Paragraph 18.1: the word 'preferably' added
	Paragraph 19.4: note added
	Paragraph 19.4.5: Sentence restructured to incorporate "exceed allowable operational decibels during day or night when"
	Paragraph 19.7: paragraph no corrected from 119.7 to 19.7, note added and clause nos. corrected.
	Paragraph 19.7.3 (4): sentence re-written to include clause 3

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	Paragraph 19.9: Water tank paragraph added
	Paragraph 20.2: paragraph re-written, 'maximum' replaced with 'minimum' and "if positioned on the roof as per NBR' and 'or may be stainless steel pipes.' Added
	Paragraph 21.2: paragraph omitted
	Paragraph 21.3: paragraph moved from no. 21.3 to no 21.2
	Paragraph 21.4: paragraph moved from no. 21.4 to no 21.3
	Paragraph 21.5: paragraph moved from no. 21.5 to no 21.4
	Paragraph 23.2: Heading re-written to 'Noise. Refer allowable operational decibels for day or night when measured on the erf boundary'
	Figure 46: picture replaced
	Figure 47: picture replaced
	Figure 48: picture replaced
	Figure 49: picture replaced
	Paragraph 25 'Introduction and the Design of gardens' added to Landscape Section
	Paragraph 25.1: list of plant species permitted updated
	Paragraph 25.2: list of plant species not permitted updated
	Paragraph 25.3: 1: paragraph re-written
	Paragraph 25.4.1: new paragraph added
	Paragraph 25.5.1: paragraph re-written
	Paragraph 25.5.2: paragraph re-written
	Paragraph 25.6.2: paragraph re-written
	Paragraph 25.6.3: paragraph re-written and 'flower field, citrus 'added
	Paragraph 25.7: Heading 'Recommended plant list' added
	Paragraph 25.7.1: paragraph added
	Paragraph 25.8.2: 70mm x 70mm grey cobbles added
	Paragraph 25.8.4: point 2 maximum driveway widths changed from 3.0 m to 4.0 m
	Paragraph 25.12: 'procedure for implementation of changes to private area landscaping' changed to 'procedure for implementation of changes to public open space areas (POS)
	Paragraph 25.12.2: paragraph re-written
	Paragraph 25.12.3: paragraph re-written
	Paragraph 25.12.4: paragraph re-written
	Paragraph 25.13: paragraph added
	Paragraph 25.13.1: sentence added
	Paragraph 25.13.2: paragraph re-written and 'without written consent of the HOA' added
	Paragraph 25.13.4: paragraph and sub clauses re-written and some clauses omitted.
	Paragraph 25.13.5: paragraph re-written and some sentences omitted

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	Paragraph 25.13.6: paragraph omitted
	Paragraph 25.13.7: paragraph moved up to 25.13.6
	Paragraph 25.13.8: paragraph moved up to 25.13.7
	Paragraph 25.13.9: paragraph moved up to 25.13.8
	Paragraph 26.1.3: paragraph re-written and 'building guidelines and conditions' added.
March 2021	Paragraph 19.7.6: paragraph omitted
August 2021	Paragraph 7.2: New wording added
	Paragraph 11.1: Section 15.8 added.
	Paragraph 11.2: re-written.
	Paragraph 11.3: re-written and moved down.
	Paragraph 14.3: re-written and added.
	Paragraph 15.1: re-written and added.
	Paragraph 15.3: New wording added.
	Paragraph 15.4: New paragraph added.
	Paragraph 15.12: New wording added.
	Paragraph 19.4: New Heading added.
	Paragraph 19.4.5: 50 decibels added to paragraph.
	Paragraph 20.4: New paragraph added for Chinese Cows.
	Paragraph 23.2: New wording added- as defined in section 19.4.5
	Paragraph 25: New Heading for Hard Landscaping Guidelines
	Paragraph 25.1: Paving paragraph added up to and including 25.1.11
	Paragraph 26: Building Plan Submission section added which includes 26.1-26.1.3
June 2022	Introduction: Paragraph 19.5 to read washing lines.
	Introduction: Paragraph 19.5.6 to read House numbers.
	Introduction: Paragraph 19.5.7 to read Gas Cylinders.
	Introduction: Paragraph 19.6 to read Solar Panels.
	Introduction: Paragraph 19.7 to read Water tanks.
	Introduction: Paragraph 19.8 to read Swimming Pools.
	Introduction: Paragraph 19.9 paragraph deleted.
	Introduction: Paragraph 19.10 paragraph deleted.
	Section 3- New paragraph added Section 3.3.5
	Section 7- New wording added to paragraph in Section 7.2 for Garage doors
	Section 8- New wording added to paragraph in Section 8.1.5
	Section 8- New wording added to paragraph in Section 8.2.2 (i)
	Section 8- Corrections to subsections in Section 8.2.2(v)
	Section 10- Corrections to subsection 10.4.5.3 numbering

	Section 10- New paragraph added to Section 10 being Section 10.6(Vertical exterior screens)
	Section 13- Amendment to paragraph in section 13.1.13 (Gable windows)
	Section 15- New wording added to paragraph in Section 15.12 (Roof colour specification)
	Section 19- Section 19.4 replaced with Section 19.5
	Section 19- Section 19.5 replaced with Section 19.4
	Section 19- Section 19.5.6 replaced with Section 19.6 numbering
	Section 19- Section 19.5.7 replaced with Section 19.7 numbering
	Section 19- Section 19.6 numbering replaced with Section 19.8 (Solar Panels)
	Section 19- Section 19.6.1 numbering replaced with Section 19.8.1
	Section 19- Section 19.6.2 numbering replaced with Section 19.8.2
	Section 19- Section 19.6.3 numbering replaced with Section 19.8.3
	Section 19- Section 19.6.6 paragraph amended and reworded.
	Section 19- Section 19.7 replaced with numbering 19.9
	Section 19- Section 19.8 replaced with numbering 19.10
February 2024	Section 5 - Section 5.2 replaced with 500m ² for 60% coverage
	Introduction -Section 7(a-i) added names and even.
	Introduction- Section 7(j-m) new information and even added
	Section 9- Section 9.2.2 amended to read 15° only.
	Section 15- Section 15.12 changed to read charcoal.
	Section 19- Section 19.8 Solar Panels- New wording and rest of paragraphs deleted
	Section 25- Section 25.1.2 corrected instead of 25.12
	Section 25- Section 25.1.3 corrected instead of 25.13
	Section 25- Section 25.1.4 corrected instead of 25.14
	Section 25- Section 25.1.4 sentence changed.

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