

**WEDGEWOOD HOME OWNERS ASSOCIATION (NPC),
Reg. no.: 2007/035313/08**

History of Rule Amendments:

- i. MOA 1 to 9, MOI 1 to 125, House Rules 1 to 11, Architectural Guidelines 1 to 13 and Landscape Guidelines 1 to 6 accepted at the Inaugural Meeting dated 14 September 2013 and lodged at CIPC.
- ii. MOI 1 to 125 – amended to through the amendment of Articles 1, 8, 9, 23, 35, 38, 39, 42, 52, 61, 64, 85, 88, 90, 91, 99, 100, 101, 108, 109 and 111 by resolution obtained in general meeting by members of the HOA on 10 March 2020 and lodged with CIPC approved 17 June 2020 and filed with local authority and approved _____.

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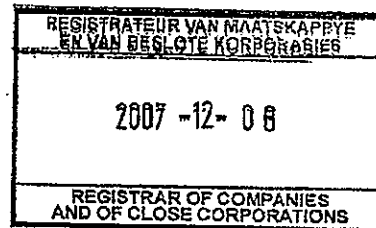
REPUBLIC OF SOUTH AFRICA
COMPANIES ACT, 1973

MEMORANDUM OF ASSOCIATION
OF A COMPANY NOT HAVING A SHARE CAPITAL

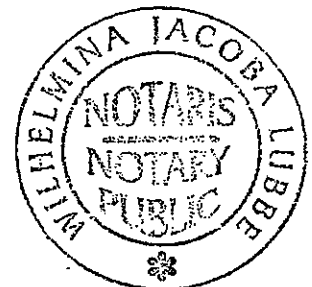
(Section 54(1); Regulation 17(3))

Registration number of company

 COMPANIES AND INTELLECTUAL
PROPERTY REGISTRATION OFFICE
WEDGEWOOD HOME OWNER
S ASSOCIATION
2007/035313/08



1. NAME
 - 1.1 The name of the company
WEDGEWOOD HOME OWNERS ASSOCIATION
(ASSOCIATION INCORPORATED UNDER SECTION 21)
 - 1.2 The name of the company in the other language of the Republic is
NONE
 - 1.3 The shortened form of the name of the Company is
NONE
 - 1.4 The financial year of the Company is
FEBRUARY



2. **PURPOSE DESCRIBING THE MAIN BUSINESS:**

The main business which the company is to carry on:

Homeowners association

3. **MAIN OBJECT:**

The main object of the company is:

Homeowners association

4. **ANCILLARY OBJECTS EXCLUDED:**

The specific ancillary objects, if any, referred to in Section 33(1) of the Act, which are excluded from the unlimited ancillary objects of the Company (any ancillary objects which are not in accordance with the main object must be excluded) are:

NONE

5. **POWERS:**

(i) The plenary powers of the Company are limited by the exclusion of the applicability of the powers contained in paragraphs (p), (q) and (s) of Schedule 2 to the Companies Act, 1973 (as amended) ("the Act") to the Company.

(ii) Paragraphs (a), (b) and (c) will be executed only in accordance with the main object of the association:

(iii) The specific powers or part of any specific powers of the Company set out in Schedule 2 of the Act, which are qualified under Section 34 of the Act - Powers (f) (g) (j) (k) (l) (m) (n) (o) and (r) are modified to read as follows:

(f) Loans can only be granted to beneficiaries.

(g) Funds available for investment may only be invested with registered financial institutions as defined in section 1 of the Financial Institutions (Investment of Funds) Act, 1984, and in the acquisition of securities listed on a licensed stock exchange as defined in the Stock Exchanges Control Act, 1985 (Act no 1 of 1985).

(j) May only be affected in favour of beneficiaries.

(k) "To form and to acquire an interest in any company or companies having the same or similar objects to the company for the purpose of acquiring the undertaking of all, or any of the assets or liabilities of the company 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 of or all or any assets or liabilities of the company.

This power will only be exercised if such other companies objects are similar to the objects of the institution and that such companies are also exempt from the payment of income tax in terms of Section 10(1)(cB)(i)(cc). The above-mentioned company and companies must be registered in terms of the Fund-raising Act, 1978":

(l) "To amalgamate with other companies having the same or similar objects as the company which power will only be exercised if such other companies objects are similar to the objects of the institution and that such companies are also exempt from the payment of income tax in terms of Section 10(1)(cB)(i)(cc). The above-mentioned company and companies must be registered in terms of the Fund-raising Act, 1978":

(m) "To take part in the management, supervision and control of the business or operations of any other company or business having the same or similar objects as the company and to enter into partnerships having the same or similar objects as the Company. This power will only be exercised if such other companies objects are similar to the objects of the institution and that such companies are also exempt from the payment of income tax in terms of Section 10(1)(cB)(i)(cc). The above-mentioned company and companies must be registered in terms of the Fund-raising Act, 1978":

(n) "To remunerate any person or persons in cash for services rendered in its formation or in the development of its activities."

(o) "To make donations provided that no donations may be made to members or director of the Company."



- (r) "To pay gratuities and pensions and establish pension schemes and incentive schemes in respect of its officers and employees."

6. **CONDITIONS**

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

- 6.1 The income and property of the company whensoever 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 however, to the members of the company or its controlling or controlled company; provided that nothing herein contained shall prevent the payment in good faith of reasonable remuneration to any officer or servant of the association or to any member thereof in return for any services actually rendered to the association.
- 6.2 Upon its winding-up, deregistration, or dissolution, the assets of the association remaining after the satisfaction of all its liabilities shall be given or transferred to some other association(s) or institution(s), having objects similar to its main object and which is itself exempt from income tax in terms of section 10(1)(cB)(i)(cc), to be determined by the members of the association at or before the time of its dissolution or, failing such determination, by the Court. The above-mentioned association(s) or institution(s) must be registered in terms of the Fund-raising Act, 1978.

7. **PRE-INCORPORATION CONTRACTS (IF ANY)**

NONE

8. **GUARANTEE**




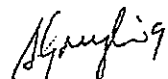
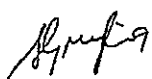

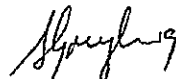
- 8.1 The liability of members is limited to the amount referred to in 8.2 hereunder.
- 8.2 Each member undertakes to contribute to the assets of the company in the event of its being wound up either while he is a member or within 1 (ONE) year thereafter, for the purpose of payment of the debts and liabilities of the company contracted before he ceases to be a member, and of the costs, charges and expenses of the winding up, and for adjustment of the rights of the contributories amongst themselves, an amount not exceeding R1.00 (ONE RAND).
9. (a) All donations to the Fund shall be irrevocably and unconditionally.
- (b) Funds may only be used within the Republic of South Africa.
- (c) The association may not have the power to carry on any business, including, *inter alia*, ordinary trading operations in the commercial sense, speculative transactions, dividend stripping activities as well as the letting of property on a systematic or regular basis.
- (d) Amendments to the memorandum and articles of association shall be made according to the procedure and in accordance with the provisions of the Companies Act, 1973, and amendments to the Memorandum and Articles of Association must be submitted to the Commissioner of Inland Revenue.
- (e) At least 75% of the net income of the Association shall be paid out to an association as described in Article 10(1)(cB)(i)(cc) of the income Tax Act and such payment shall be made within the period of 12 months as from the end of the financial year.
- (f) Remuneration shall be reasonable to services actually rendered.



ASSOCIATION CLAUSE

We, the several persons whose full names, occupations, residential, business and postal addresses are subscribed are desirous of being formed into a company in pursuance of this memorandum of association and we respectively agree to become members of the company.

Particulars of Subscribers **Date and signature of subscribers**

- | | | | |
|----|---|--|---|
| 1. | Full names
Occupation
Residential address
Business address
Postal address | Tracey Bernadette Judd
Attorney
11 King Str. Ben Kamma, Port Elizabeth, 6025
226 Cape Road, Mill Park, Port Elizabeth, 6000
PO Box 2810, Mossel Bay, 6500 | 05/12/07
 |
| 2. | Full names
Occupation
Residential address
Business address
Postal address | David Edward Miller
Sales Consultant
35 Villa de Legno, 14 Laurentia Way, Kronenezicht, Hout Bay
226 Cape Rd, Mill Park, Port Elizabeth, 6000
35 Villa de Legno, 14 Laurentia Way, Kronenzicht, Hout Bay | 05/12/07
 |
| 3. | Full names
Occupation
Residential address
Business address
Postal address | Jana van Rooyen
Conveyancing Secretary
3 Selbourne Rd, Tudor Gardens, Port Elizabeth, 6070
226 Cape Road, Mill Park, Port Elizabeth, 6000
PO Box 2810, Mossel Bay, 6500 | 05/12/07
 |
| 4. | Full names
Occupation
Residential address
Business address
Postal address | Fiona Eleanor Williamson
Attorney
60 21 st Avenue, Mossel Bay, 6500
71 Montagu Street, Mossel Bay, 6500
PO Box 2810, Mossel Bay, 6500 | 05/12/07
 |
| 5. | Full names
Occupation
Residential address
Business address
Postal address | Herbert Oosthuizen
Attorney
75 Bruns Road, Mossel Bay
71 Montagu Street, Mossel Bay
PO Box 2810, Mossel Bay, 6500 | 05/12/07
 |
| 6. | Full names
Occupation
Residential address
Business address
Postal address | Hendrik Johannes de Waal
Deeds consultant
33a 17 th Avenue, Mossel Bay
71 Montagu Street, Mossel Bay
PO Box 2810, Mossel Bay, 6500 | 05/12/07
 |
| 7. | Full names
Occupation
Residential address
Business address
Postal address | Catharina Magrieta Voigt
Conveyancing Secretary
17 9 th avenue, Mossel Bay
71 Montagu Street, Mossel Bay, 6500
PO Box 2810, Mossel Bay, 6500 | 05/12/07
 |

Particulars of witness to all subscribers **Date and signature of witness**

Full names	Ronel Bezuidenhout
Occupation	Businesswoman
Residential address	136A Burger Avenue, Lyttelton Manor
Business address	136A Burger Avenue, Lyttelton Manor
Postal address	PO Box 14195, Lyttelton



**REPUBLIC OF SOUTH AFRICA
COMPANIES ACT 71 OF 2008**

**MEMORANDUM OF INCORPORATION OF A COMPANY NOT HAVING A SHARE CAPITAL
AND NOT ADOPTING SCHEDULE 1**

WEDGEWOOD HOME OWNERS' ASSOCIATION
(Non-Profit Association incorporated under Section 8)

Registration No of Company

2007/035313/08

Name of Company:

WEDGEWOOD HOME OWNERS' ASSOCIATION
(the Association')

The Memorandum and Articles of the Association are as follows:

1. In the interpretation of these memorandum and articles of association, unless the context otherwise indicates:
 - 1.1 the following words and expressions shall have the following meanings:
 - 1.1.1 **'articles'** means the Articles of Association for the time being of the Association;
 - 1.1.2 **'authorised representative'** means a person authorised in terms of the Companies Act by a company or other body corporate to act as its representative at any general meeting;
 - 1.1.3 **'chairman'** means the chairman for the time being of the board of trustees appointed in terms of article 40 below;
 - 1.1.4 **'club'** means the golf club to be established in terms of article 35 below and of which ownership will vest in a separate legal entity;
 - 1.1.5 **'cluster development'** means a cluster housing scheme having a shared or common area for amenities;

- 1.1.6 **'common property'** means a part of the development belonging to the Association which is not subject to any exclusive right of use by a member and excludes the golf course land and the golf club house;
- 1.1.7 **'Companies Act'** means the Companies Act No. 71 of 2008 and any amendment or modification thereof or substitution thereof from time to time;
- 1.1.8 **'Council'** means the Nelson Mandela Bay Metropolitan Municipality and its successor/s;
- 1.1.9 **'developer'** means Wedgewood Village Golf and Country Estate (Proprietary) Limited and includes its successor in title or assigns;
- 1.1.10 **'developer trustee'** means a trustee appointed by the developer;
- 1.1.11 **'development area'** means the land comprising of Erf 3, 5, 379 and 715 Wedgewood, In the Nelson Mandela Bay Metropolitan Municipality, Division Uitenhage, Eastern Cape Province and such adjoining land as may be acquired by the developer for the purposes of incorporation into the development;
- 1.1.12 **'development node'** means a node or area comprising a group of separate erven grouped together in a particular area or node of the development;
- 1.1.13 **'development period'** means the period from the incorporation of the Association until all the erven and units within the development area have been developed and transferred by the developer; alternatively until the developer notifies the Association that it waives the rights herein conferred upon it during the development period;
- 1.1.14 **'erf'** means an erf in the development, including an erf in a group housing development or cluster development and reference to an 'erf' shall include the golf course land and the golf club house;
- 1.1.15 **'facilities'** mean all and any facilities or amenities of whatsoever nature which may be provided within the development area, but excluding the golf course land and the golf club house;
- 1.1.16 **'financial year'** means the financial year of the Association which shall run from the first day of March in each year until the last day of February of the following year;
- 1.1.17 **'golf course'** means the golf course constructed on the golf course land and includes the club house and all sporting, recreational and other facilities controlled by the golf club;
- 1.1.18 **'golf course land'** means the land within the development on which the golf course has been constructed and includes the golf club house and driving range;

- 1.1.19 **'group housing development'** means a group housing scheme as defined in the applicable scheme regulations;
- 1.1.20 **'levy'** means the levy or levies referred to in articles 9 and 13 below;
- 1.1.21 **'local authority'** means the local authority having jurisdiction in respect of the development area or the relevant portion thereof;
- 1.1.22 **'managing agent'** means the managing agent/s (if any) appointed by firstly the developer and thereafter, the trustees from time to time in terms of article 47 below;
- 1.1.23 **'member'** means a member of the Association;
- 1.1.24 **'member trustee'** means a trustee appointed by the members;
- 1.1.25 **'memorandum'** means the memorandum of association for the time being of the Association;
- 1.1.26 **'minutes'** means the minutes of a general meeting or a trustees' meeting, as the case may be;
- 1.1.27 **'person'** includes a natural person, body corporate, company or an association of persons, as the case may be;
- 1.1.28 **'registered owner'** means a registered owner of an erf or unit as registered in the relevant Deeds Office;
- 1.1.29 **'Sectional Titles Act'** means the Sectional Titles Act No. 95 of 1986 and any amendment or modification thereof or substitution therefore from time to time;
- 1.1.30 **'services'** mean such utilities, amenities and services as may be provided by or on behalf of the Association for the registered owners and residents within the development and/or the development area, including the services crossing the golf course land;
- 1.1.31 **'development'** means the development known as Wedgewood Village Golf and Country Estate or any further land purchased and includes such additional area/s as may be incorporated into the development in terms of article 26.3 below and any reference to the development includes the golf course land;
- 1.1.32 **'trustees'** means the trustees of the Association who shall, for the purposes of the Companies Act, be the directors of the Association;
- 1.1.33 **'unit'** means a unit (as defined in the Sectional Titles Act) in a sectional title scheme within the development;
- 1.1.34 **'syndicate'** means a group of 'persons' who owns property in the development;

1.1.35 'a sale of unit or erf' shall deem to include a change in shareholders or members of companies and close corporations and include the sale of share(s) in a syndicated erf or unit.

1.2 any words signifying the singular shall include the plural and *vice versa* and any word signifying the masculine shall include the feminine and *vice versa*;

1.3 any word or expression which is defined in the Companies Act and which is not otherwise defined in these articles shall have the meaning assigned thereto in the Companies Act;

1.4 the head notes to the paragraphs to these articles are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate.

2. Subject to any provisions in this 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.

MEMBERSHIP OF THE ASSOCIATION

3. Membership of the Association shall be compulsory for every registered owner of an erf or a unit.

4. Membership shall commence simultaneously with registration of transfer of an erf or unit into the name of the transferee.

5. Membership of the Association shall be limited to the registered owners of erven or units provided that :

5.1 the developer shall be deemed to be a member of the Association during the development period;

5.2 where any such registered owner is more than one person, all the registered owners of the erf or unit shall be deemed jointly and severally to be one member of the Association and shall nominate one of them to represent them and to vote at meetings of the Association.

6. When a member ceases to be the registered owner of an erf or a unit, he shall *ipso facto* cease to be a member of the Association, save the developer who shall remain a member of the Association during the development period.

7. The registered owner of an erf or a unit shall not be entitled to resign as a member of the Association.

8. No member shall be entitled to sell or transfer an erf or a unit unless:

8.1 the transferee becomes a member of the Association;

8.2 such member obtains the written consent of the Association which consent shall be given provided that:

- 8.2.1 such member has paid to the Association all levies and any other amounts of whatsoever nature or howsoever arising, owing by such member to the Association; and
- 8.2.2 the transferee agrees in writing to be bound by the articles and the management and conduct rules of the Association, including specifically the entrenched provisions contained in article 26;
- 8.2.3 such member has duly complied with all of the obligations of such member in terms of these articles;
- 8.2.4 the provisions of Article 108 have been complied with;

LEVIES

- 9.1 The trustees may from time to time, impose levies upon the members for the purposes of meeting all the expenses in relation to the common property, facilities and services including the golf course land and the golf course, the golf club house and for the payment of all expenses necessarily or reasonably incurred in connection with the management of the Association and its affairs. In calculating the amount of the levies, the trustees shall take into account income (if any) earned by the Association.
- 9.2 Municipal rates and taxes will be payable to the Council in accordance with applicable legislation by the owner.
- 10. The trustee committee shall estimate the amount which shall be required by the Association to meet the expenses during each financial year, together with such estimated deficiency (if any) as shall result from the preceding financial year, and shall impose a levy upon the members equal as near as is reasonably practical to such estimated amount. The trustee committee may include in such levies an amount to be held in reserve to meet anticipated future expenditure not of an annual nature. Every such levy shall be payable by equal monthly installments due in advance on the first day of each and every succeeding month of such financial year.
- 11. The trustees shall not less than 30 (thirty) days prior to the end of each financial year give every member at the address chosen by such member a written notice of the contribution payable by that member to such expenses and reserve fund.
- 12. In the event of the trustees for any reason whatsoever failing to prepare and timeously give notice of the estimate referred to in article 10 above, every member shall until served with such estimate, continue to pay the levy previously imposed and shall after such notice pay such levy as may be specified in the notice, in the manner specified in the notice referred to in article 10 above, together with any arrear levies.
- 13. The trustees may from time to time impose special levies upon the members in respect of all such expenses as are mentioned in articles 9 above (which are not included in any estimate made in terms of articles 10) and such levies may be imposed in the sum or by such installments and at such times as the trustees shall deem fit.

14. In calculating the levy payable by each member, the trustees shall as far as reasonably practical :
 - 14.1 assign those expenses attributable to a particular erf or unit itself, to the registered owner thereof;
 - 14.2 assign those expenses attributable to a particular sectional title development to the registered owners of units in such development *pro rata* to their participation quota in terms of the particular sectional title scheme;
 - 14.3 assign those expenses attributable to a particular cluster development or group housing development to the registered owners of all erven in such development equally;
 - 14.4 assign those expenses attributable to any other development node (including a single residential development node) to the registered owners of all erven in such development node equally;
 - 14.5 assign those expenses relating to the development generally and/or any other expenses not assigned in accordance with articles 14.1, 14.2, 14.3 or 14.4 above, to the owners of all erven or units equally; provided, however, that the trustees may in any case where the trustees consider it equitable to do so, assign to any member any greater or lesser share of such expenses as may be reasonable in the circumstances.
15. Any amount due by any member by way of a levy shall be a debt due by that member to the Association. The obligation of a member to pay a levy shall cease upon that member ceasing to be a member of the Association, without prejudice to the Association's right to recover arrear levies. No levies paid by a member shall under any circumstances be repayable by the Association upon that member ceasing to be a member. A member's successor in title to an erf or a unit shall be liable as from the date upon which he becomes a member pursuant to the transfer of that erf or unit into his name, to pay the levy attributable to that erf or unit.
16. No member shall be entitled to any of the privileges of membership of the Association unless and until he shall have paid every levy, subscription or other sum (if any) which shall be due and payable to the Association in respect of his membership thereof.
17. The trustees shall be empowered to impose fines in respect of non-compliance with the provisions of these articles and/or to charge interest on any arrear levies and to determine the rate of interest from time to time chargeable upon such arrear levies, which shall be in addition to such other rights as the Association may have in law against the members, provided that such interest shall not exceed the rate laid down in terms of the Usury Act, No. 73 of 1968 or any statutory modification or re-enactment thereof.
18. The trustees may enter into an agreement or agreements with the developer for the provision of a capital sum and/or the transfer of land and/or equipment to the Association in lieu of levies.
19. Should any dispute arise at any time between the members and the trustees in regard to the determination or calculation of the levies, the decision of the auditors for the time being of the

Association (acting as experts and not as arbitrators) in regard to such dispute shall be final and binding on the members and the trustees.

20. In the event of any dispute arising in regard to the determination or calculation of any levy, every member shall until the determination of such dispute, pay the levies determined by the trustees.

RESPONSIBILITIES OF THE ASSOCIATION

21. The Association shall at all times promote environmental awareness and responsibility within the development and its members from time to time.
22. Management and maintenance of all facilities and private open spaces owned by the Association shall vest in the Association and the management and maintenance of the golf course land, including the golf course, the club house and all other facilities thereon, shall vest in the owner of the golf course land, and the Association shall have no responsibility in this regard.
23. Ownership of land components of the development area which are not incorporated into the development shall remain the property of the developer and shall not be subject to the provisions of these articles unless incorporated into the development in terms of article 26 below.
24. Responsibility for the management and control of the development shall be deemed to have been transferred from the developer to the Association on transfer of the first erf in the development, excluding the golf course land and the club house and other facilities thereon in respect of which the responsibility for the management and control shall remain vested in the registered owner of the golf course land.
25. The Association shall be responsible to the Council in respect of the various facilities and private open spaces forming part of the development should provisions of the approval of the development not be complied with at any stage after such facilities and private open spaces have been transferred to the Association.

ENTRENCHED PROVISIONS

26. The developer has a continuing and permanent interest to ensure that certain basic provisions are entrenched in perpetuity to ensure the success of the development of the development area. Accordingly, none of the following provisions of articles 26.1 to 26.8 (both inclusive) and 35 may be deleted or varied in any way in terms of article 27, without the prior written consent of the developer:

26.1 the members of the Association shall be entitled to be members of the golf club in accordance with the provisions of articles 35.1 to 35.16 (both inclusive);

26.2 the Association may register, where necessary, various service servitudes across the development in favour of the local authority, the developer and/or the Association, whether in respect of any separate erven, the common property or the golf course;

26.3 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 part of the development area from time to time which the developer shall be entitled to develop as it may deem fit or by requiring the Association to transfer to the developer any part of the development which is not part of an erf or unit or on which no facilities or amenities are located and to add any further land purchased;

Should any part of the development area be incorporated into the development, the developer shall be entitled to require that the first and all subsequent owners thereof become members of the Association in respect of those parts from such dates as the developer may determine, and on the same terms and conditions as are applicable to the other members of the Association. The members shall be bound by any such requirement of the developer;

26.4 no member shall be entitled to object to the subdivision and/or development of any part of the development area provided that such subdivision and/or development is not inconsistent with the development plan approved by the relevant authorities for that part of the development area;

26.5 no erf or unit shall be sub-divided or rezoned 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;

26.6 the Association shall at all times be entitled to draw electricity from erven adjacent to sprinkler heads in road reserves for the purposes of powering the irrigation system for the verges of such road reserve. The cost thereof shall be borne by the Association but recovered as part of the levy upon members;

26.7 ownership of an erf or unit does not confer any right, including that of access, in respect of property owned by the developer, including any right of way or access across such property;

26.8 the members acknowledge and agree that the developer, its successor/s in title and its employees have certain rights, including :

26.14.1 rights of access across property owned by the Association and across the golf course land;

26.14.2 the right to develop other areas in the development area in the future, and also the right to share various services with the Association and to connect any parts of the development area to the services in the development.

MANAGEMENT AND CONDUCT RULES

27. Subject to these articles, to any restriction imposed or direction given at a general meeting of the Association and subject to any condition imposed by the local authority, the trustees may from time to time make management and conduct rules, and vary or modify these rules and to give authority to have separate rules for cluster housing and residential properties, in regard to :

- 27.1 the right to prohibit, restrict or control the keeping of any animal to which they regard as dangerous or a nuisance;
 - 27.2 the conduct of any persons within the development for the prevention of nuisance of any nature to any member;
 - 27.3 the use of services and recreational areas, amenities and facilities (excluding the golf course land and other facilities thereon) including the right to charge a reasonable fee for the use thereof;
 - 27.4 the maintenance of all buildings, outbuildings, structures, improvements of any nature and landscaping within the development;
 - 27.5 the control of the number of occupiers or residents permitted on any one erf or unit;
 - 27.6 the admission of any person within the development, and the eviction of any person not entitled to be thereon, excluding the members of the golf club and bona fide visitors to the golf club;
 - 27.7 the furtherance and promotion of any of the objects of the Association and/or for the better management of the affairs of the Association and/or for the advancement of the interests of the members and/or the residents within the development;
 - 27.8 to regulate the appointment of service providers within the development.
28. For the enforcement of any of the rules made by the trustees in terms of article 27, or of any of the provisions of these articles generally, the trustees may :
- 28.1 give notice to the member concerned requiring him to remedy such breach within such period as the trustees may determine; and/or
 - 28.2 take or cause to be taken such steps as they may consider necessary to remedy the breach of the rule or provision of which the member may be guilty; and debit the cost of so doing to the member concerned, which amount shall be deemed to be a debt owing by the member concerned to the Association; and/or
 - 28.3 take such action including the imposition of a fine, or proceedings in court, as they may deem fit.
29. Should the trustees institute any legal proceedings against any member or resident within the development for the enforcement of any rights of the Association in terms hereof, the Association shall be entitled to recover all legal costs so incurred from the member or resident concerned, calculated as between attorney and client, including tracing fees and collection commission.
30. In the event of any breach of the rules by the members or any member's household or his guests or lessees, such breach shall be deemed to have been committed by the member himself, but without prejudice to the foregoing, the trustees may take or cause to be taken

such steps against the person actually committing the breach as they may in their discretion deem fit.

31. If any member disputes the fact that he has committed a breach of any of the provisions of the rules made by the trustees in terms of article 27 or any provisions of these articles, a committee of 3 (three) trustees appointed by the chairman shall adjudicate upon the issue at such time and in such manner and according to such procedure (provided that natural justice shall be observed) as the chairman may direct.
32. Notwithstanding anything to the contrary herein contained, the trustees may in the name of the Association enforce the provisions of any rules by civil application or action in a court of competent jurisdiction and for this purpose may appoint attorneys and counsel as they may deem fit.
33. The Association may in a general meeting itself make any rules in regard to any matter and may also vary or modify any rule made by it or by the trustees from time to time.
34. All rules shall be reasonable and shall apply equally to all owners of erven or units put to substantially the same use.

GOLF CLUB

35.
 - 35.1 The developer undertakes to entrench the provisions of article 35.2 to 35.16 (both inclusive) in any agreement between the developer and any subsequent registered owner of the golf course land and to ensure that same is also included in the constitution of the Golf Club operating the Golf Course.
 - 35.2 The registered owner of the golf course land shall establish and maintain a club for the golf course, the club house, and the club facilities in accordance with the club constitution to be drawn up by the registered owner of the golf course land which constitution shall not derogate in any way from the provisions of this article.
 - 35.3 The registered owner of the golf course land shall at its cost manage and control the golf club, the golf course, the golf club house and the golf club facilities to a high standard and in accordance with the standards contemplated in article 35.
 - 35.4 The registered owner of the golf course land shall be responsible for the security of the golf course and the golf club house.
 - 35.5 The registered owner of the golf course land shall at its cost insure and keep insured the golf course, the golf club house and all other facilities thereon in the names of the registered owner of the golf course land, the developer and the Association for their respective interests for their full replacement cost against the risk of loss, destruction, or damage by fire, storm, flood or any other cause whatsoever, and shall submit to the developer and the Association proof of payment of all premiums and other amounts payable in respect of such insurance.

- 35.6 The registered owner of the golf course land shall be obliged to give one family membership of the golf club to each registered home owner.
- 35.7 The registered owner of an erf shall be obliged to become and remain a member of the Golf Club.
- 35.8 The membership of the home owner members shall not be transferable except to an immediate family member or the person to whom the erf or unit owned by the home owner member is transferred.
- 35.9 The registered owner of the golf course shall determine the annual membership fee of each class of member from time to time in its sole discretion.
- 35.10 The registered owner of the golf course land shall not do anything or permit anything to be done in or on the golf course, the club house and/or the club facilities, which may be or may become a nuisance or annoyance to or any way interfere with the comfort of the members of the Association or any other occupants of the development, provided that up to two professional events over a maximum of five days can be held in each calendar year at which the public will have controlled access to the golf course and the club house. The registered owner of the golf course shall have two daily four-ball tee-off times open for it to utilize as it sees fit.
- 35.11 Should any special events be held on the golf course or in the club house or the club facilities, the registered owner of the golf course land shall ensure that the provisions of article 35 are observed in accordance with criteria comparable to other golf courses which host similar professional events, and that there is adequate security, traffic control and parking for such event.
- 35.12 The registered owner of the golf course land shall at its cost comply with all laws, title deed conditions and other conditions appertaining to the property, the club and the club facilities, including town planning conditions, conditions of rezoning, subdivisions, environmental laws, liquor licensing laws, and fire regulations.
- 35.13 Should the golf course, the club house and/or the club facilities be destroyed or damaged by any cause whatsoever, the registered owner of the golf course land shall at its cost reinstate the same substantially to its previous state as soon as possible in the circumstances or to reinstate the same in an amended form with the written approval of the developer and the Association, which approval shall not be unreasonably withheld.
- 35.14 Should the registered owner of the golf course land :
- 35.14.1 commit any breach of any of the provisions of article 35.1 - 35.15 (both inclusive) and fail to remedy such breach within a reasonable time after receipt of written notice from the developer and/or the Association to remedy such breach; or
 - 35.14.2 repeatedly breach any of the provisions of articles 35.1 to 35.15 (both inclusive) in such manner as to justify the developer and/or the Association in holding that the conduct of the registered owner of the golf course land is inconsistent with

the intention or ability of the registered owner of the golf course land to carry out the terms of articles 35.1 to 35.15 (both inclusive); or

- 35.14.3 commit an act of insolvency or be placed under sequestration, liquidation or judicial management (whether provisional or final)

then and in any one of such events, the developer, and at the end of the Development period, the Association, shall forthwith be entitled (but not obliged) without prejudice to any of their other rights or remedies, including the right to claim damages :

- 35.14.4 to purchase the property and take control of the golf course, club facilities and management, together with the golf club, the club house and the club facilities at their fair market value as agreed between the registered owner of the golf course land and the Association, and failing such agreement, as determined by an independent valuer appointed by the South African Institute of Valuers or their successor/s who shall take into consideration any additions or improvements made by the owner to the facilities; or

- 35.14.5 Should the Developer not exercise its rights in terms of this article within a reasonable time then the Association shall have the same rights as per article 35.14.4 above; or

- 35.14.6 in the case of article 35.14.1 above, the Association shall be entitled to remedy such breach and immediately recover from the registered owner of the golf course land the total costs incurred by the developer and/or the Association in doing so.

- 35.15 If at any time the golf course, the golf club house, and/or the club facilities cease to be used for the purposes of a golf club as contemplated in articles 35.1 to 35.15 (both inclusive), then and in that event ownership of the golf club shall vest in the Association and shall be transferred to the Association at its cost, free of any consideration.

TRUSTEES

36. The trustees of the Association shall for the development period be divided into two classes, namely developer trustees and member trustees. Upon expiry of the development period, there shall only be member trustees.

37. There shall be not more than 5 (five) trustees of the Association of whom, during the development period :

37.1 2 (two) shall be member trustees appointed by the members; and

37.2 the remaining trustees shall be developer trustees appointed by the developer.

After termination or expiration of the development period, all the trustees shall be appointed by the members, provided that both the residential property owners and unit owners will at all times have at least one representative trustee.

38. As required by item 5(1)(b) of Schedule 1 to the Act, at least 1/3 (one third) of the trustees shall resign every year at the AGM, but shall be eligible for re-election.
39. A trustee shall be a natural person and shall not necessarily be a member of the Association. After the Development period all trustees must be members of the Association. A trustee, by accepting his appointment to office, shall be deemed to have agreed to be bound by all the provisions of these articles.
40. The trustees shall appoint one of their number to act as chairman for such term as they think fit, but not for longer than such person's tenure as a trustee. During the development period, the chairman shall be one of the developer trustees, unless the trustees otherwise agree.

REMOVAL AND ROTATION OF TRUSTEES

41. Save as set out in article 43 below, each trustee, except for the developer trustees who shall not be required to rotate on an annual basis, shall continue to hold office as such from the date of his appointment to office until the annual general meeting next following his said appointment, at which meeting each trustee shall be deemed to have retired from office as such but will be eligible for re-election to the board of trustees at such meeting.
42. A trustee shall be deemed to have vacated his office as such upon :
 - 42.1 his having become disqualified to act as a director in terms of the provisions of the Companies Act;
 - 42.2 his being removed from office as provided in section 71 of the Companies Act;
 - 42.3 his estate being sequestrated, whether provisionally or finally;
 - 42.4 the commission by him of any act of insolvency;
 - 42.5 his conviction for any offence involving dishonesty or any other serious criminal offence;
 - 42.6 his becoming of unsound mind or being found lunatic;
 - 42.7 his resigning from such office in writing;

provided that anything done in the capacity of trustee in good faith by a person who ceases to be a trustee, shall be valid until the fact that he is no longer a trustee has been recorded in the minute book of the Association.
43. Upon any vacancy occurring in the trustees prior to the next annual general meeting, the vacancy in question shall be filled by a person nominated by those remaining for the time being of the trustees. Whilst developer trustees are in office, the remaining developer trustees shall nominate a person to fill any such vacancy in their number.
44. The developer may remove and replace any developer trustee at any time upon written notice to the remaining trustees.

TRUSTEES' EXPENSES AND REMUNERATION

45. Trustees shall be entitled to be repaid all reasonable and *bona fide* expenses incurred by them respectively in or about the performances of their duties as trustees as may be approved by the board of directors.
46. Trustees shall be entitled to remuneration in respect of the performance of their duties as determined by the Association in a general meeting.

POWERS OF TRUSTEES

47. Subject to the express provisions of these articles and this right of the developer to appoint the managing agent, the trustees shall manage and control the business and affairs of the Association, shall have full powers in the management and direction of such business and affairs including the right of appointment and dismissal of any managing agent, may exercise all such powers of the Association and do all such acts on behalf of the Association as may be exercised and done by the Association and as are not by the Companies Act or by these articles required to be exercised or done by the Association in general meeting, subject however to such rules as may have been made by the Association in general meeting or as may be made by the trustees from time to time.
48. Save as specifically provided in these articles, the trustees shall at all times have the right to engage on behalf of the Association the services of accountants, auditors, attorneys, architects, engineers, town planners, managing agents or any other professional firm or person or other employees whatsoever for any reasons deemed necessary by the trustees on such terms as the trustees shall decide.
49. The trustees shall further have the power :
 - 49.1 to require that any construction of any nature within the development shall be supervised to ensure that the provisions of these articles and the rules are complied with and that all such construction is performed in a proper and workmanlike manner;
 - 49.2 to issue an architectural and environmental design and maintenance manual or instructions in respect of the development, subject to the developers approval, and to ensure that such manual is complied with at all times.
50. The trustees shall have the right to vary, cancel or modify their decisions and resolutions from time to time.
51. The trustees shall be entitled to appoint committees consisting of such number of their members and such outsiders, including a managing agent, as they deem fit and to delegate to such committees such of their functions, powers and duties as they deem fit, with further power to vary or revoke such appointments and delegations as the trustees may from time to time deem necessary.
52. The trustees in conjunction with the developer, shall appoint an architectural review committee to exercise the powers set out above in article 49 which may, but shall not necessarily, consist of the following persons :

- 52.1 At least one representative from each of the development areas namely the retirement village, the freehold golf course and the Wedge;
 - 52.2 A representative from the development company;
 - 52.3 Suitably qualified person/s appointed by the Trustees;
 - 52.4 Selected officials from the Housing and Land Business Unit Manager of the Nelson Mandela Metropolitan Municipality;
 - 52.5 One registered Design Architects will consult in each meeting as part of the Architectural Review Committee; and
 - 52.6 The Environmental Control Officer for the development.
 - 52.7 such other members as the trustees may determine.
53. Members of the architectural review committee shall not be required to be members of the Association.
54. All plans for buildings, outbuildings, structures, additions and alterations shall be submitted for approval by the trustees, or any person designated by them for the purpose, who shall not approve such plan unless it shall first have been reviewed by the architectural review committee.

PROCEEDINGS OF TRUSTEES

55. The trustees may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit, subject to any provisions of these articles.
56. The quorum necessary for the holding of all meetings of the trustees shall be 3 (three) trustees present personally, provided that during the development period at least 1 (one) developer trustee shall be present at all meetings of trustees to form a quorum. If no quorum is present, within 15 (fifteen) minutes after the time for commencement of the meeting, then it shall stand adjourned for 7 (seven) days, or if that is not a business day, then to the next business day thereafter, and those trustees present at the adjourned meeting shall constitute a quorum.
57. At any meeting of the trustees, each member trustee shall have 1 (one) vote and each developer trustee shall have 3 (three) votes.
58. Any resolution of the trustees shall be carried by a simple majority of all votes cast. In the case of an equality of votes for and against a resolution, the chairman of the trustees shall have a second or casting vote.
59. The trustees shall cause minutes to be kept of every trustees' meeting, which minutes shall, without undue delay after the meeting has closed, be reduced to writing and certified correct by the chairman. All minutes of trustees' meetings shall, after certification, be placed in a trustees' minute book to be kept in accordance with the provisions of the laws relating to the keeping of minutes of meetings of directors of companies. The trustees' minute book shall be

open for inspection at all reasonable times by any trustee, the auditors, the members and the managing agent.

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

GENERAL MEETINGS OF THE ASSOCIATION

61. The Association shall within 6 (six) months after the end of the financial year hold a general meeting as its annual general meeting in addition to any other general meetings during that year, and shall specify the meeting as such in the notices in terms of Section 61 of the Companies Act.
62. Such annual general meeting shall be held at such time and place as the trustees shall decide from time to time.
63. All meetings of the members other than annual general meetings shall be called general meetings.
64. The trustees may, whenever they think fit, convene a general meeting. A general meeting may also be convened by the trustees on a requisition made in terms of section 61 of the Companies Act, or should the trustees not do so, may be convened by the requisitionists as provided for by and subject to the provisions of that section.

NOTICES OF MEETINGS

65. An annual general meeting and a meeting called for the passing of a special resolution shall be called by not less than 21 (twenty-one) clear days' notice in writing and any other general meeting shall be called by not less than 14 (fourteen) clear days' notice in writing. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given, and shall specify the place, the day, and the hour of the meeting and shall be given in the manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Association in general meeting, to such persons as are, under these articles, entitled to receive such notices from the Association; provided that a meeting of the Association shall notwithstanding the fact that it is called by shorter notice than that specified in this article, be deemed to have been duly called if it is so agreed by not less than 51% (fifty-one *per centum*) of the members having a right to attend and vote at the meeting.
66. The annual general meeting shall deal with and dispose of all matters prescribed by the Companies Act, the consideration of the annual financial statements, the election of trustees, the noting of the levy for the financial year during which such annual general meeting takes place, the appointment of an auditor, and may deal with any other business laid before it. All business laid before any other general meeting shall be considered special business.

PROXIES

67. A member may be represented at a general meeting by proxy, who must be a member of the Association or a director, member, partner or trustee of that member, save for the developer whose proxy need not necessarily be a member.

68. To be effective at a meeting or adjourned meeting, a proxy together with the original or a certified copy of any power of attorney or other authority under which it is signed, must be lodged with the Association at least 24 (twenty-four) hours before the commencement of the meeting or adjourned meeting concerned, but the trustees may from time to time determine that such documents :

68.1 are to be lodged at a particular place; or

68.2 are to be lodged a certain number of hours, not exceeding 48 (forty-eight) in all, before the meeting; or

68.3 may be lodged at any time before or during the meeting.

Notwithstanding the foregoing, the chairman of the meeting may agree to accept a proxy tendered at any time before or during the meeting.

69. A proxy shall be valid for an indefinite period unless it is stated on the proxy that it is only to be valid for a shorter period.

70. The instrument appointing a proxy shall be in the following form or as near thereto as circumstances permit:

“WEDGEWOOD HOME OWNERS’ ASSOCIATION

I,
of
being a member of Wedgewood Home Owners’ Association, hereby appoint:
..... of
or failing him
..... of
or failing him
..... of
as my proxy to vote for me and on my behalf at the annual general meeting (or otherwise as the case may be) of the Association to be held on theday of
and at any adjournment thereof as follows :

	<i>in favour of</i>	<i>against</i>	<i>abstained</i>
<i>Resolution to</i>			
<i>Resolution to</i>			
<i>Resolution to</i>			

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

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

Signed this day of

.....
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 shall be a member of the Association or a director, member, trustee or partner of a member, except for the developer.) “

A proxy shall be valid for any adjournment of the general meeting to which it relates unless otherwise indicated on the proxy.

QUORUM

71. No business shall be transacted at a general meeting unless a quorum is present both when the meeting proceeds to business and when any resolution is to be passed. Save as herein otherwise provided, 10% (ten per centum) of the members present in person or by proxy shall constitute a quorum, provided that at least 3 (three) members are present in person at such meeting and provided that during the development period, at least 1 (one) representative of the developer is present at such meeting.
72. If within 15 (fifteen) minutes after the time appointed for the commencement of a general meeting or within such extended period as the chairman of the board, or in his absence, the deputy chairman, may allow, a quorum is not present, the meeting shall be dissolved as if it was convened on requisition. In all other cases, the meeting shall stand adjourned to the same place at the same time on the same day of the next week (or if that day is not a business day, the first business day following that non-business day) or to such other place, time and day as the board may determine. If a quorum is not present at such adjourned meeting, the members present shall constitute a quorum.

ADJOURNMENT BY CHAIRMAN WITH CONSENT OF MEETING

73. The chairman of a general meeting may adjourn the meeting from time to time and from place to place if the meeting approves of each adjournment by majority vote. In the event of such an adjournment :
 - 73.1 no notice need be given of the adjourned meeting save for an announcement at the meeting of the date, time and venue of the adjourned meeting (unless the meeting is to be adjourned for 30 (thirty) days or more in which event notice is to be given in the same manner as for the original meeting);
 - 73.2 only business left uncompleted at the original meeting may be transacted at the adjourned meeting.

VOTING RIGHTS OF MEMBERS

74. Members shall be entitled to vote only on the matters raised at every general meeting.
75. At every general meeting :
 - 75.1 each member, present in person or by proxy and entitled to vote, shall have one vote for each erf or unit registered in his name;

- 75.2 if an erf or unit is registered in the name of more than 1 (one) person, then all such co-owners shall jointly have only one vote;
- 75.3 during the development period, the developer shall be entitled to 3 (three) times the total number of votes of all the other members of the Association.
76. Save as expressly provided for in this articles, no person other than a member and who shall have paid every levy and other sum (if any) which shall be due and payable to the Association in respect of or arising out of his membership and who is not suspended, shall be entitled to be present or to vote on a question, either personally or by proxy, at any general meeting.
77. Voting at general meetings shall take place by way of a show of hands unless on or before the declaration of the result of the show of hands a poll is demanded according to law.
78. Resolutions shall be passed by simple majority vote, save with respect to amendments of these articles, as provided for in article 122 hereof.
79. If a poll is duly demanded, it shall be taken in such manner as the chairman of the meeting may direct either at once or after an interval or adjournment.
80. If any difficulty or dispute arises regarding the admission or rejection of a vote or regarding any other matter, such difficulty or dispute is to be determined by the chairman whether or not scrutineers have been appointed to count the votes and his decision shall be final and conclusive.
81. A vote cast under a proxy, power of attorney, or other authority which has been revoked shall nevertheless be valid unless :
- 81.1 written notice of the revocation is received by the Association prior to the meeting concerned;
- 81.2 the chairman of the meeting agrees to accept written or oral notice of such revocation at the meeting.
82. No objection shall be raised to the admissibility of any vote except at the meeting or adjourned meeting at which the vote objected to in cast and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the chairman of the meeting, whose decision shall be final and conclusive.
83. A declaration made in good faith by the chairman of a general meeting to the effect that, either on a show of hands or a poll, a resolution has or has not been passed (whether by a simple majority, a specific majority or unanimously) shall be final and conclusive and the resolution shall be deemed to have been so passed or not passed, as the case may be.
84. Any resolution which could be passed at a general meeting (other than a special resolution or a resolution to remove a director or auditor) may be passed without a meeting being held if one or more copies of the resolution are signed by or on behalf of all the members entitled to vote.

ACCOUNTING RECORDS

85. The trustees shall cause such accounting records as are prescribed by Section 28 of the Companies Act to be kept. Proper accounting records shall not be deemed to be kept if there are not kept such accounting records as are necessary fairly to present the state of affairs and business of the Association and to explain the transactions and financial position of the trade or business of the Association.
86. The accounting records shall be kept at the registered office of the Association or at such other place or places as the trustees think fit, and shall always be open to inspection by the trustees.
87. The trustees shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounting records of the Association or any of them shall be open to inspection by members not being trustees, and no member (not being a trustee) shall have any right of inspecting any accounting records or documents of the Association except as conferred by the Companies Act or authorised by the trustees.
88. The trustees shall from time to time, in accordance with Section 30 of the Companies Act, cause to be prepared and laid before the Association in general meeting such financial statements as are referred to in those sections.
89. A copy of the annual financial statements which are to be laid before the Association in annual general meeting shall, not less than 21 (twenty-one) days before the date of the meeting, be sent to every member of the Association and the Registrar of Companies: provided that this article shall not require a copy of those documents to be sent to any person of whose address the Association is not aware.
90. An auditor shall be appointed in accordance with Chapter 3 of the Companies Act.

SERVICE OF NOTICES

91. Notices may be given by the Association to any member either personally, by email or by sending it by post in a prepaid letter addressed to such member at his registered address or at the address (if any) within the Republic of South Africa supplied by him to the Association for the giving of notices to him.
92. Notice of every general meeting shall be given:
 - 92.1 to every member of the Association;
 - 92.2 to the auditors for the time being of the Association;provided that no other person shall be entitled to receive a notice of general meetings.
93. Any notice by post, fax or e-mail shall be deemed to have been served at the time when the letter containing the same was posted, faxed or e-mailed and in proving the giving of the notice by post, fax or e-mail it shall be sufficient to prove that the letter containing the notice was properly addressed and posted, faxed or e-mailed.

94. The signature to any notice given by the Association may be written or printed, or partly written and partly printed.
95. When a given number of days' notice or notice extending over any other period is required to be given, the days of service shall not be counted in such number of days or period.

INDEMNITY

96. All trustees and the auditors shall be indemnified against any liabilities *bona fide* incurred by them in their respective capacities, whether defending any proceedings, civil, criminal or otherwise, in which relief is granted to any person/s by a court.
97. Every trustee, servant, agent and employee of the Association, and the auditors, shall be indemnified by the Association against (and it shall be the duty of the trustees out of the funds of the Association to pay) all costs, losses and expenses (including travelling expenses) which such person or persons may incur or become liable for by reason of any contract entered into, or any act or deed done, by such person or persons in the discharge of any of his/their respective duties.

GENERAL

98. Whenever they consider that the appearance of any land or building vested in a member or any signage on the land or building is such as to be unsightly or injurious to the amenities of the surrounding area or the property generally, the trustees may serve notice on such member to take such steps as may be specified in the notice to eliminate such unsightly or injurious condition. Should the member fail within a reasonable time, to be specified in such notice, to comply therewith, the trustees may enter upon the land or buildings concerned and take such steps as may be necessary, and recover the costs thereof from the member concerned, which costs shall be deemed to be a debt owing to the Association.

The trustees shall be obliged in giving such notice to act reasonably. In the event of any dispute, the member shall bear the onus of establishing that the trustees acted unreasonably.

99. The member shall within 4 (four) years after registration of transfer commence to erect and within 5 (five) years, complete a dwelling house on the property in accordance with plans and specifications approved by the home owners' association.
100. Should the member fail to comply with the provisions of article 99, the developer shall be entitled to give the member 120 (one hundred and twenty) days notice in writing to commence the erection of such dwelling house and if the member fails to comply with such notice the member shall be obliged to pay triple the levies as determined by the home owners' association.
101. No member shall be entitled to subdivide or rezone any erf during the development period without prior written consent of the developer and thereafter without the prior written consent of the trustees.

102. No member or other person shall be entitled to sink or use any boreholes within the township during the development period without the prior written consent of the developer and thereafter without the prior written consent of the trustees.
103. The Association may enter into agreements with any third party for the provision of facilities and services to or for the members and may levy charges in respect of the provision thereof, or may pass on such costs direct to the members.
104. The provisions of these articles shall be binding upon all members and, insofar as they may be applicable to all persons occupying any erf or unit by, through or under any member, whatever the nature of such occupation.
105. No member ceasing to be a member of the Association for any reason shall (nor shall such member's, executors, curators, trustees or liquidators) have any claim upon or interest in or right to the funds or any property or assets of the Association.
106. The Association may claim from any member or his estate any arrear levies and interest or other sums due from him to the Association at the time of his ceasing to be a member.
107. Any person using any of the services, land or facilities of the Association does so entirely at his own risk.
108. Before any erf or unit is transferred, a member who has sold same shall pay to the Association an amount equal to 1% (*one per centum*) of the total consideration payable to him in respect of the sale of his erf to cover administration expenses of the Association in respect of the transfer.
109. The Developer and Association shall be obliged to enforce compliance of the Record of Decision issued by the Department of Environmental Affairs dated 26 April 2006 and the conditions imposed by the Nelson Mandela Bay Municipality dated 3 November 2006 and more specifically:
 - 109.1 Each and every owner of a sub-divided portion of the site shall become a member of the Homer Owners' Association upon transfer of the sub-divided portion. The owner shall ensure that the requirement is included in each member's title deed as a restrictive title deed condition.
 - 109.2 The Home Owners' Association shall have the legal power to levy from each and every member the costs incurred in fulfilling its function, and shall have legal recourse to recover such fees in the event of a default in payment of any member.
 - 109.3 The Home Owners' Association shall accept full responsibility for the access to an erf, private open space after development has been complied with as per 4.4 above, and/or any essential services downstream of the point of supply.
 - 109.4 The Home Owners' Association shall accept full responsibility for the maintenance of the water reticulation and any private individual metres as well as the reading of such individual metres

- 109.5 The Home Owners' Association shall accept full responsibility for the maintenance of the roads and stormwater system and any combined private sewer systems
- 109.6 The Home Owners' Association shall ensure that refuse shall only be collected from a central point abutting a municipal road, to the satisfaction of the Business Unit Manager: Housing and Land.
- 109.7 The functioning of all private services shall remain the responsibility of the registered professional engineer and the Home Owners' Association including all remedial work of any services.
- 109.8 The Home Owners' Association shall be responsible for street/area lighting
- 109.9 The Home Owners' Association shall maintain any brick substations required by council. Council will maintain the equipment within such substations.
110. The provisions of these articles shall be binding upon all members and, insofar as they may be applicable, to all persons occupying any erf by, through or under any member, whatever the nature of such occupation.

DISPUTES

111. Any dispute arising out of or in connection with the articles must be determined in terms of articles 112 to 121 (both inclusive), except when an interdict is sought for urgent relief which may be obtained from a court of competent jurisdiction.
112. On a dispute arising, the party who wishes to have the dispute determined must notify the other party thereof. Unless the dispute is resolved amongst the parties to that dispute within fourteen (14) days of such notice, either of the parties may refer the dispute to determination in terms of articles 113 to 121 both inclusive).
113. If a party exercises his right in terms of article 112 to refer the dispute for determination, such dispute shall be referred to the following who shall in each case have a minimum of 10 (ten) years experience in their field:
- 113.1 if the dispute is primarily an accounting matter, a practising chartered accountant;
 - 113.2 if the dispute is primarily a legal matter, a practising attorney or advocate;
 - 113.3 if the dispute is primarily a matter relating to the measurement in any way of any building construction or any aspect thereof, a practising quantity surveyor;
 - 113.4 if the dispute is primarily a matter relating to any defect in any building construction, a practising engineer;
 - 113.5 if the dispute relates to any other matter, such other independent and suitably qualified person.

114. If the parties are unable to agree either on the person referred to in article 113 or on the classification of the dispute within a period of 7 (seven) days of either party having given notice to the other, proposing an appointee or alternative appointees, then the person in question shall be nominated by the President for the time being of the Legal Practice Council Eastern Cape Province or its successor/s.
115. Any person agreed upon and nominated as aforesaid ("the expert"), shall in all respects act as an expert and not as an arbitrator.
116. 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 justice.
117. The parties shall use their best endeavours to procure that the decision of the expert shall be given within twenty one (21) days or so soon thereafter as possible, after it has been demanded.
118. 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.
119. The costs of and incidental to any such proceedings, including the fees of the expert, shall be in the discretion of the expert who shall be entitled to direct the allocation of the costs, and whether they shall be taxed as between party and party or as between attorney and client.
120. The provisions of articles 112 to 121 (both inclusive) constitute the irrevocable consent of the parties to any proceedings in terms thereof 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.
121. The provisions of article 112 to this article 121 (both inclusive) 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.

AMENDMENT OF ARTICLES

122. The provisions of these articles may only be amended, but subject always to article 26, by special resolution, which will require the approval of at least seventy five percent (75%) of the total number of votes of members of the Association, given at a general meeting called specifically for such purpose.
123. The notice of such meeting shall, in addition to complying with article 65 hereof, set out in specific terms the proposed amendment of these articles.



HOUSE RULES

MADE IN TERMS OF THE ARTICLES OF THE HOMEOWNERS ASSOCIATION (RESIDENTIAL PROPERTIES)

1. DEFINITIONS

- 1.1 In these House Rules, unless it appears to the contrary, either expressly or by necessary implication, the words and expressions as defined in the Articles of Association of the Homeowners' Association, shall bear the same meaning in these House Rules as in the said Articles of Association. The Home Owners Association will hereafter be referred to as the Association.
- 1.2 Any person who contravenes or fails to comply with any provision of these House Rules, or any condition imposed or directions given in terms thereof, shall be deemed to have breached those House Rules and will be liable for payment of the penalties laid down in terms thereof.
- 1.3 The Association may delegate any of its powers in terms of the aforesaid House Rules to a Managing Agent, upon such terms and conditions as it may deem fit.
- 1.4 The Managing Agent may delegate any of its powers so delegated to him, or any power accorded to him in terms of these House Rules, to any person nominated by him for the purpose, and any reference to the Managing Agent shall be deemed to include a reference to any such nominee.

2. DOMESTIC REFUSE

- 2.1 The weekly collection of refuse will be done by outside contract and the fee will be included in the monthly levy.
- 2.2 The refuse removal will be co-ordinated by the Association.
- 2.3 It shall be the duty of every owner or occupier of a unit to ensure that such directions given by the Managing Agent are observed and implemented.
- 2.4 No person shall keep any refuse within or outside his unit, except in specified containers, and in such places as may be specifically set aside therefore, or as may be approved by the Managing Agent from time to time.
- 2.5 Where, in the opinion of the Managing Agent, any item of refuse is of such size or nature that it cannot be conveniently removed by the refuse removal services provided or arranged by the Association, the Managing Agent may give the person wishing to dispose of such refuse such directions for its disposal as he may deem fit.
- 2.6 In the event of any person contravening or failing to comply with, or being deemed to have contravened or failed to comply with any provision of section 2 of these House Rules, in the sole discretion of the Association he shall be liable to a penalty not exceeding R750,00 (seven hundred and fifty rand).

3. DOMESTIC ANIMALS

Domestic animals or house pets may be kept subject to the rules and regulations imposed by the Association from time to time provided that no domestic animals will be allowed on the Golf Course.

4. GENERAL

- 4.1 No member may make any alterations, additions or extensions to the exterior of any unit without the prior written consent of the board of the Association.
- 4.2 No garments, household linen or washing of any nature may be hung out or placed anywhere to dry, except in a drying area designated for such purpose. Any such items placed in any other place may be impounded by the Managing Agent who may invoke the penalty set out in clause 4.13 hereunder.
- 4.3 All curtaining in members' residences shall be lined in white and garden furniture shall be of uniform design and colour and approved by the Association or Managing Agent.
- 4.4 Whenever the Managing Agent is of the view that the behaviour of any person may be detrimental to the amenities of the scheme generally, he may call upon such person to cease such behaviour. In the event of such person failing to do so, he shall be deemed to be guilty of having contravened this section of the House Rules. No person shall make or cause to make any excessive or undue noise which constitutes a nuisance to other owners, in particular after 21h00 on any particular day.
- 4.5 No person shall keep anywhere on the development any inflammable substances, provided however, that this rule shall not apply to the keeping of such substances, and in such quantities as may reasonably be required for domestic use.
- 4.6 The statutory records and books of account of the Association shall be open for inspection at the offices of the Managing Agent between 09h00 and 12h00 noon on all business days.
- 4.7 A member may introduce a guest to his residence, provided that no such guest may be present in such residence unaccompanied by his host for a longer period than 30 (thirty) consecutive days in a calendar

year, including the days of arrival and departure, and provided further that such guest shall be bound by the Articles of Association of the Association, these House Rules, the rules and regulations of the golf club and any by-laws made thereunder, which the member shall be obliged to bring to the attention of his guest.

Should the member require a deviation from this rule, the permission of the Association should be sought, which permission will not be unreasonably withheld.

- 4.8 Any guest in a member's home is entitled to member's guest privileges on the development.
- 4.9 No house may accommodate more than two people per bedroom at any given time (i.e. more than 4 people per 2-bedroomed house, no more than 6 people per 3-bedroomed house, no more than 8 people per 4-bedroomed house, etc). A bedroom shall mean a room indicated as a bedroom on the plan of the house approved by the Association.
- 4.10 No home on the development may be used for any purpose other than a residential property, i.e. no home may be used for business purposes.
- 4.11 No person shall let, alternatively advertise, his unit for occupation or otherwise part with occupation of his unit, whether temporarily or otherwise, unless :
- 4.11.1 the Association has consented in writing to the letting of the unit, which consent shall not be unreasonably withheld;
- 4.11.2 a written lease agreement has been entered into between the member and the tenant and a copy thereof supplied to the Association;
- 4.11.3 it is a condition of such lease that the tenant binds himself to observe the rules of the Association;
- 4.11.4 the tenant acknowledges in such lease that he does not acquire the privileges of membership of the golf club. The tenant will be allowed to make use of the facilities as an unaccompanied

member's guest, and will pay the relevant rates applicable thereto.

- 4.12 No member shall operate or conduct a timeshare scheme as contemplated in the Time-Sharing Act No. 75 of 1983 in respect of any units owned by him, save where such scheme arises from co-ownership or syndication approved by the Managing Agent.
- 4.13 In the event of any person contravening or failing to comply with, or being deemed to have contravened or failed to comply with the provisions of section 4 of these House Rules, in the sole discretion of the Association he shall be liable to a penalty up to R10,000 (ten thousand rand) depending on the severity of the offence, and/or temporary suspension of membership of the golf club.

5. SPORTING FACILITIES OF THE GOLF CLUB

Rules relating to booking procedures, tariffs, dress, behaviour, relative to various sporting / recreation facilities, being the golf club, golf course, tennis courts, swimming pools, gym and other recreational / sporting facilities, are set out in the golf club rules and regulations, which will be available from the Managing Agent's offices and shall form an integral part of these House Rules.

6. TRAFFIC

6.1

- 6.1.1 No vehicles shall enter or leave the development at any point except at the entrance gates, except in special circumstances and then only with the consent of, or at the discretion of the Managing Agent.
- 6.1.2 All vehicles entering the development shall stop at the said vehicles entrance.
- 6.1.3 No vehicle shall enter the development unless admitted thereto by the guard on duty at the said gate, except where the Association has issued to its members a device enabling such

members to operate the vehicle entrance gate themselves.

- 6.1.4 No member shall permit the use of such device for operating the said vehicle entrance gate by any person save another member, or the guests or lessees of such member.

6.2

- 6.2.1 Golf carts shall be driven only by persons of 18 years of age and over, and no person shall drive any vehicle at any place within the development unless he is the holder of a valid current licence which would permit him to drive such vehicle upon a public road within South Africa.

- 6.2.2 Golf carts shall not be driven closer than ten metres to greens or tees and shall be driven in and upon drier areas of the course only. Golf carts are to be driven straight up and down slopes and not laterally across slopes.

- 6.2.3 No privately owned golf carts are allowed on the development without prior approval and registration with the pro shop.

- 6.3 No person shall drive any golf cart or vehicle on any road within the development at a speed in excess of 10 km per hour on golf cart driveways and 30 km per hour on roads.

If considered necessary or desirable to do so, the Association may impose temporary or permanent speed limits lower than referred to above upon such golf cart driveways and roads or portion thereof as it may deem fit.

- 6.4 In the event of the Association imposing a speed limit upon any golf cart driveway or road, or portion thereof, it shall erect at the commencement of such area of road, a sign setting up such lower speed limit, and such lower speed limit shall apply upon that road for the length thereof until a further sign erected by the Association removes such lower speed limit.

- 6.5 No person shall drive any golf cart at any place within the development, except –
- 6.5.1 upon any golf cart driveway in the development;
 - 6.5.2 upon any driveway within a residential erf;
 - 6.5.3 upon the golf course itself and upon any road or track not referred to above, especially designated by the Association as being for vehicular use, on a plan of the development to be posted in the office of the Managing Agent for general information, and by means of appropriate signs.
- 6.6 Drivers of golf carts shall at all time give fair consideration to each other and utilise the lay-byes provided for purposes of passing other golf carts using the golf cart driveways in the development.
- 6.7 Pedestrians shall have the right of way at all times within the development and vehicles shall be brought to a stop whenever necessary to enable pedestrians to enjoy such right of way.
- 6.8 The Association may, by means of appropriate signage designed specifically for the development, give such direction as to the use of roads or any portion thereof, as it in its discretion may deem fit, and any failure by any person to obey the same and give effect thereto, shall constitute a contravention of these House Rules.
- 6.9 Vehicles having a gross vehicle weight in excess of ten tons, shall not be permitted to enter the development, except with the consent of the Managing Agent who may, in their discretion, refuse such consent or lay down such conditions in granting such consent as he may deem fit.
- 6.10 No person shall drive or ride any vehicle in the development in such a manner that would constitute an offence under the Traffic Ordinance aforesaid.

- 6.11 No person shall store, park or leave unattended by such person competent to drive such golf cart or vehicle in any place in the development, except –
- 6.11.1 in a structure designed for the use of a golf cart barn or golf cart garage or carport;
 - 6.11.2 in any area designated for the purpose by the Association by means of any appropriate sign or lay-bye designated as such by means of an appropriate sign;
 - 6.11.3 where lines are marked on the surface of any parking area demarcating parking spaces within that area, no golf cart or vehicle shall be parked in such a manner that any portion thereof protrudes over any such line;
 - 6.11.4 no person shall, within the development, park or store any caravan, boat, truck or lorry, except with the consent of the Association in a place designated for the purpose;
 - 6.11.5 no trailers or caravans shall be brought into the development, except with the consent of, and subject to, such conditions as may be laid down by the Association;
 - 6.11.6 no helicopter or any means of aerial conveyance may be landed at any place without the authority of the Association.
- 6.12 For purposes of these House Rules, ‘*vehicle*’ shall mean any form of conveyance, whether self-propelled, or drawn by mechanical, animal or human agency.
- 6.13 In the event of any person contravening or failing to comply with, or being deemed to have contravened or failed to comply with any provision of the House Rules contained in section 6, in the sole discretion of the Association he shall be liable to a penalty up to R10,000 (ten thousand rand) depending on the severity of the offence, and/or temporary suspension of membership of the golf club.

7. OPEN SPACES

- 7.1 No person shall use or conduct himself upon such open space within the development in such manner as may, in the opinion of the Association, detrimentally affect the open space or any of the amenities thereof.
- 7.2 No persons shall use any open space within the development in any manner which may unreasonably interfere with the use and enjoyment thereof by any other persons in the development.
- 7.3 No persons shall discard any litter or any item of any nature whatsoever at any place in the development other than in such receptacles and in such places as may be set aside for the purpose and designated as such by the Association.
- 7.4 No camping shall be permitted except at any place which may be specially designated for the purpose by the Association.
- 7.5 No fire shall be lit anywhere in the development, except in such places as may be designated for the purpose by the Association and in a properly constructed fireplace or braai.
- 7.6 No person shall anywhere in the development disturb, harm, destroy or permit to be disturbed, harmed or destroyed, any wild animal, reptile or bird.
- 7.7 No person shall anywhere in the development disturb, harm, destroy, or collect any plant material, whether living or dead, save with the consent of or on the instructions of the Association. No person shall indulge in gardening or landscaping upon property in the development, without the express prior agreement of the Association or Managing Agent in regard to the nature and extent of such gardening or landscaping activity. No person shall, unless authorised thereto by the Managing Agent or the Association, pick or plant any flowers or plants in the development and, in particular, around the various properties.
- 7.8 Subject to any law including, without affecting the generality of the foregoing, any regulation made in

terms of the Environment Conservation Act No. 73 of 1989, or any permit granted under or in terms of the said Act or the Environment Conservation Act No. 100 of 1982, the Association shall be entitled to prohibit access to any part of the open space if it deems it desirable so to do for the preservation of the natural fauna and flora, and no person shall enter into any such area without the consent of the Managing Agent.

- 7.9 No trail or path in the open space shall be used, except by pedestrians, unless specifically designated for some other use by the Association.
- 7.10 For purposes of section 7.1 to 7.8 above, 'open spaces' shall mean any area in the development not covered by a building.
- 7.11 Except insofar as the discharge of firearms might be linked to some authorised sporting activity within the development, no person shall anywhere in this development discharge any airgun or pistol.
- 7.12 In the event of any person contravening or failing to comply with, or being deemed to have contravened or having failed to comply with any provision of the House Rules contained in section 7, in the sole discretion of the Association he shall be liable to a penalty up to R10,000 (ten thousand rand) depending on the severity of the offence, and/or temporary suspension of membership of the golf club.

8. ELECTRICITY SUPPLY

- 8.1 The Association or the Managing Agent shall take all reasonable precaution to procure and maintain a suitable plant for the distribution of electricity to secure to its consumers a constant supply of electricity, but do not guarantee that the same will always be maintained, and shall not be liable for damages, expenses or costs caused to the consumer from any interruption in the supply, variation of voltage, variation of frequency, any failure to apply a balanced three phase current or failure to supply electricity, unless the said interruption or failure is due to the negligence of

the Association and the Managing Agent failing to carry out its obligations aforesaid.

- 8.2 In no case shall the Association and the Managing Agent be liable for any failure, variation or interruption that may be due to the injury or destruction of the buildings or plant belonging to it by storm or fire through or during a time of riot, of civil commotion due to strikes of workmen or lockout by employers, whether such strikes or lockout be on the premises of the Managing Agent or on the premises of any agents of the Managing Agent, or at the works of any suppliers of materials necessary to them, or at any transport business required to transport necessary material for the Managing Agent or its agents. The Managing Agent or the Association shall further not be liable for any failure, variation or interruption of supply to the consumer due to any failure, variation or interruption of the supply to it from the supply authority or Escom.
- 8.3 Under no circumstances shall any rebate be allowed on the account for electricity supplied and metered in respect of electricity wasted due to leakage or any other fault in the electrical installation.
- 8.4 The Association and Managing Agent do not undertake to attend to a failure of supply due to a fault in the electrical installation, except when such failure is due to the operation of the service protective device. When any failure of supply is found to be due to a fault in the electrical installation, or to the faulty operation or apparatus used in the connection therewith, the Association or the Managing Agent shall have the right to charge the consumer the fee as prescribed by them for each restoration of the supply, in addition to the cost of making good or repairing any such damage which may have been done to the service main and charge for such fault or faulty reparation as aforesaid.
- 8.5 No person shall in any manner, for any reason whatsoever, tamper or interfere with any meter or service connection or service protective device or mains supply.
- 8.6 No person, other than a person specifically authorised thereto by the Association or Managing Agent in writing,

shall directly or indirectly connect, attempt to connect or cause to be connected, any electrical installation or part thereof to the supply mains or service connection.

- 8.7 The Managing Agent may, without notice, disconnect any premises temporarily for the purposes of effecting repairs or carrying out tests, or for any other legitimate purposes.
- 8.8 The Managing Agent shall further not be held liable for any fluctuations in voltage caused by variations in the municipal supply over which it has no control.
- 8.9 The meter(s) shall be read on a monthly basis by the Association, and this account rendered to the owner as part of the monthly charges.

9. LANDSCAPING

- 9.1 A garden service will be available. The homeowner will be directly responsible for these costs, which are not included in the levy.
- 9.2 All gardens must be maintained to the standards required on the development. Should it not be adhered to, the Association will employ the above garden service and charge the homeowner therefor.

10. ACCOUNTS

Property owners' accounts will be submitted for settlement via direct debit or at the end of each and every month.

11. SECURITY

- 11.1 No person shall do anything which is, or might be, prejudicial to the security of other members / residents within the development and members are to report incidents affecting security to the Managing Agent.

- 11.2 In order to facilitate security measures within the development, all persons shall report their arrival and departures to the Association.
- 11.3 Access to the residential properties will be controlled at the entrance gate by security. Security should be kept informed of the arrival and departure of all guests who will visit residents.
- 11.4 Security will have the right not to grant access to visitors if the resident is not aware of the arrival of such visitor.



W E D G E W O O D

Golf and Country Estate

ARCHITECTURAL GUIDELINES

WDM 01- REVISION E04

JUNE 2019



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ii. Definitions, Abbreviations and Interpretation

‘AG’ - means The Architectural Guidelines, as part of the Design Manual (DM).

‘Association’ - means The Wedgewood Village Golf and Country Estate Homeowners Association (WVHOA).

‘Contractor’ - means any builder, subcontractor, engineer or service provider of any materials or services associated with the development.

‘CRR’ - means The Wedgewood Village Golf and Country Estate Contractors Rules & Regulations (CRR), a component of the Design Manual. This is a separate document to the AG.

‘Design Manual’ - means The Wedgewood Village Golf and Country Estate Architectural Design Manual – a comprehensive package of all related documents.

‘Developer’ - means the Wedgewood Village Golf and Country Estate (Propriety Limited and includes its successor in title or assigns: (as per Articles of Association).

‘Development’ - means (in the context of an improvement to a residential erf) – any activity that transforms the natural condition of the land and shall include an improvement as defined in the Constitution of the WVHOA (also referred to as HOA). It means in the context of all the land comprising the Wedgewood Village Golf and Country Estate.

‘ARC’ - means The Wedgewood Village Golf and Country Estate Architectural Review Committee established to control the Architectural Guidelines and the development of the estate at large.

‘Estate’ - means The Wedgewood Village Golf and Country Estate.

‘Estate Manager’ - means a person appointed by the HOA with the same title.

‘Footprint’ - means the area directly affected by development, e.g. the footprint of a house will be the area within the outer perimeter of all structures on a stand covered by roofed or paved construction.

‘Form’ - means the shape or pattern of buildings and associated development.

‘Registered owner’ - means the registered owner of an erf or unit as registered in the relevant Deeds Office: (as per Articles of Association). Adherence to the Architectural Guidelines applies equally to both developer and registered owners.

‘HOA’ - means the Wedgewood Village Golf and Country Estate Home Owners Association.

‘WVGCE’ - means The Wedgewood Village Golf and Country Estate.

‘Erf’ - means an erf in the development, including an erf in a group housing development or cluster development and reference to an ‘erf’ shall include the golf course land and the club house and other facilities thereon, including any swimming pool and tennis courts; (as per Articles of Association).

‘Estate Architect’ - means a Professional Architect appointed by the HOA for the approval of building plans and who serves on the HOA. See Item 3.2 for further detail.

‘Structure’ - means any man-made construction including linear structures, e.g. roads, paving, service pipes or cables.

‘Deviation’ – means (in the context of the AG) a deviation from the latest release of the AG, but excludes deviations for the Design Parameters, Planning and Form, Roofing, Roofing Form, Roofing Material, Elevations and Exterior Walls- Materials and Finishes, as per the AG.



1. INTRODUCTION

1.1 Background

The proposed Wedgewood Village Golf and Country Estate consists of three primary components, namely: -

1.1.1. Nature

The natural vegetation in the area is deemed to be ecotonal between the Colleen Glen Grassy Fynbos and the Rowallan Park Grassy Fynbos types which form part of the Algoa Grassy Fynbos Broad Habitat Unit.



Remnants of indigenous thickets occur along the drainage line between the 13th and 14th holes of the golf course. Various grassy fynbos elements are present, especially in the north western section of the area that has been designated as private nature reserve. Furthermore, a number of natural rocky outcrops are scattered over the proposed development area. These outcrops can be regarded as having a microclimate of its own and provide habitat for a number of succulent plants. These features of conservation significance have been taken into account in the planning and design of the development via Private Open Spaces, yet owners/architects are advised to show sensitivity where the above is present on erven.

1.1.2. The Golf Course

The Estate's 18-hole golf course is well established and in high demand amongst golfers. It serves the purpose of advancing enjoyable golf, leisure opportunities and to otherwise promote a 'country style' living experience. The fairways meander in between golf course erven, hence the need for architects to take safety into account during design.



1.1.3. The Built Environment

This is the primary concern of these Architectural Guidelines, namely to define the framework within which owners and architects are expected to design and construct proposed buildings. The ARC is concerned about the exterior aesthetics of buildings.

1.2. Objectives for the Built Environment

Designs should NOT reflect any particular traditional architectural style/movement. The challenge for the architect is a combination of the following: -

- Architectural elements typical of the Eastern Cape, interpreted in a contemporary and individualistic manner, with no undue ornate embellishments.
- Local building materials
- Energy efficient form and orientation, taking micro-climatic conditions into account.





Although the above allows for a wide range of interpretations it must be noted that designs should adhere to the parameters of these Architectural Guidelines as per Item 5.

The image alongside, captioned “NOT ACCEPTABLE”, illustrates the ornate and historically referential detailing which is not permitted on the estate.



The image alongside, captioned “ACCEPTABLE”, illustrates the, simple, honest and contemporary expression encouraged on the estate.



2. GENERAL PROVISIONS OF THE ARCHITECTURAL GUIDELINES

The Architectural Guidelines (AG) are intended to create a platform for Registered Owners to express and address their individual lifestyles and embrace a diverse yet site sensitive architectural expression. While it is the intention of this document to create opportunities for freedom in expression, it is paramount that these guidelines serve to protect the individual Registered Owners from inappropriate architecture that could negatively impact the high-quality built environment intended for the Estate. The intention of this document is not to define planning of individual buildings, but rather establish a set of calculated parameters and guides in the interest of creating a rich and like-minded architectural fabric on the Estate.

Whilst the AG aims at controlling the nature of development on the Estate, this document has been drafted with various regulations, standards, studies, constitutions and the like, and should not be read independently, nor does its content exempt the Developers and their appointed professionals as well as Registered Owners and their appointed professionals from any statutory regulations and requirements which are deemed to be the higher order. It is the responsibility of the Registered Owner to read this document in conjunction with all associated documents.

It is *not* the responsibility of the ARC to ensure conformity to statutory regulations and will only be responsible for vetting of plans for approval relative to the AG insofar as aesthetics, design and site placement are concerned. The onus lies with the Registered Owners and they are to ensure that their developments conform to all regulatory requirements and parameters, and the ARC cannot be held liable for any infringements or deviations from such.

The AG is a working document and may be subject to amendment or change at the discretion of the HOA.

3. PLAN APPROVAL PROCESS

3.1. Composition and Duties of the Architectural Review Committee (ARC).

The Architectural Review Committee (ARC) is a panel of elected members by the HOA, who's responsibility it is to manage the development on the Estate through means of establishing design control parameters for the Estate as well as enforcing the adherence to such in order to maintain the high standard of development envisaged for the Estate.

The panel is comprised of the following persons:

- 1 appointed member of the Home Owners Association (HOA);
- 1 appointed representative of the Developer (during the development period);
- 1 registered professional Architect.

When required, the appointed Environmental Control Officer for the Estate will be consulted by the ARC for matters requiring the Estate's environmental consideration.

The intention for the ARC is to ensure that all procedures outlined in the AG are adhered to by Registered Owners and developers, before, during and after their development. This will be achieved through scrutiny of submitted plans for buildings (new and alteration works), on-site inspections, and remedial action which may include legal procedures.



3.2. Building Plan Submission Procedures (including Revisions, Alterations & Additions and Change of Use).

The ARC will be responsible for the evaluation of all proposed structures – it will address not only the visual aesthetics, but will also evaluate and monitor planning, material selections, etc.

Only Professional Architects registered with the South African Council for the Architectural Profession, with registration classification of PR. ARCH (Professional Architect) will be eligible to conduct work for Registered Owners on the Estate. Architectural Technologists, Technicians and Draughtspersons who are registered with SACAP and the Local Authority, will be able to conduct work on the Estate, but it must be done under the guidance of a professional architect (PR. ARCH). The submission to both the ARC and the local authority should be done by the PR. ARCH, under his/her firm's name, inclusive of all related documentation.

The procedure for ARC planning approval is as follows:

- a. **Pre-Submittal Meeting** - This stage is not mandatory but highly recommended. This should entail arranging a scheduled meeting with the ARC for the informal presentation of sketch designs with intended material use to ensure that the design principals are in-line with the AG. This process is intended to streamline the approval process and save all parties involved time and potential penalties at a later stage.
- b. **Working Drawing Approval** - Before any submissions are made to the Local Authority for approval, working drawings for the development first need to be submitted to the ARC for its recommendations and approval. This is done in order to facilitate the formal submission process to the Local Authority.

Working drawings submissions to the ARC are to consist of all plans required by the Local Authority, and to the required standards, specifically;

- A site plan

- The site contour plan
- All floor plans, indicating specific materials and finishes
- All elevations, indicating specific materials and finishes
- Typical section/s
- Area and bulk schedules
- Permissible height restriction to be indicated
- Boundary wall /details, including elevations and to specify waterproofing material to both sides of the wall, from the top of foundation to 170mm above finished ground level is to be waterproofed.
- All screening/shading devices to be indicated
- Chimney's and flues to be indicated
- Balustrading to conform to NBR and to be indicated
- Indicate the disposal of rainwater from the downpipes
- Finishes and material schedules
- Exterior paint colour specifications
- The positions of mechanical and plant equipment, (air-con units, etc)
- All service installations i.e. stormwater detail, sewer, water and electrical to be indicated
- General information required by the Local Authority such as neighbouring erf numbers and north point
- Written permission in the event of any deviation by all affected neighbours
- SANS energy efficiency calculations and forms (architect and engineer)

The applicant is to submit 1 x A1 colour copy set of working drawings to the ARC for scrutiny. Should the application not be successful, notes of problematic areas will be expressed on the submitted drawings along with a Scrutiny Checklist which will highlight what is required by the ARC to achieve a successful application in line with the AG. The applicant can collect this information and rectify the problems before repeating the submission procedure.



Once ARC approval is achieved the applicant is to submit a digital PDF copy of the drawing set as well as further 2 x hard copy colour sets of drawings which will be stamped and signed by the ARC (thereafter used for Local Authority submission). In addition to the above, once the plans have been approved by the Local Authority, a hard copy and a digital PDF copy of the approved plans are to be submitted to the Estate Manager, prior to construction.

Drawings that do not have the official ARC approval stamp and required signatures will not be accepted by the Local Authority for scrutiny purposes.

The ARC will respond within 7 working days of submission.

3.3. Fees & Forms

A fee is required for scrutiny of designs to the ARC, payable by the Registered Owner. This fee is to be paid prior to the submission of the design for scrutiny. Under no circumstances will the ARC scrutinise a submitted design before payment, or proof of payment has been received. Payment should be made directly into the Estate Architect.

The following fees will be applicable for submissions to the ARC:

- New submissions – R4,000.00 (Excl. VAT)
- Re-submissions (3 or more scrutiny sessions) – R1,000.00 (Excl. VAT) per submission
- Alteration & Addition submission – R1,000.00 (Excl. VAT)

Should a proposed design drastically or completely change from a previously ARC approved submission, the revised submission will be considered to be a New Submission. Furthermore, it is to be noted, that the applicable ARC scrutiny fees exclude scrutiny by the NMBM whose fees are the Registered Owner's responsibility and to be paid directly to the Local Authority.

All applications are to include the Plans Submission Form completed in full and is to include all the required details and signatures of the appointed architect and Registered Owner.

3.4. Deviation from Architectural Guidelines

In the event of any deviation from the latest release of the AG, received from any Registered Owner, approvals shall be sought from all affected neighbours prior to any decision been taken by the ARC. An affected neighbour shall constitute any Registered Owner that is directly or indirectly affected by any deviation which may or may not include immediate and distant neighbours. Only once approval is received from all affected neighbours will the ARC assess the proposed deviation on merit. The 'Deviation from Architectural Guidelines Form' to be submitted by the Registered Owner at sketch plan stage.

Variances shall be based on the basis of architectural merit and not on hardship. Approval will be granted without prejudice and will not form the basis for any precedent in the future.

In the event of any of the affected neighbours rejecting the proposed deviation the owner will be requested to adjust the plans to accommodate the extent allowed by the neighbour/s failing which the latest release of the AG applies. This process applies to all stages of submission.

The application procedure for a deviation is thus the following:

- 1) Consult all affected neighbours and discuss the proposal.
- 2) The Registered Owners of affected erven to complete the 'Deviation from Architectural Guidelines Form'. Should neighbours object to the proposal a motivation should be included with the above form.
- 3) Once approval is received from all affected neighbours will the ARC assess the proposed deviation on merit.
- 4) Should the application fail the AG will apply.



4. TOWN PLANNING PARAMETERS

The development is subject to the Building and Town Planning Regulations and By-laws imposed by the Local Authority. In addition to these, the following parameters are to be adhered to:

4.1. Zoning

The zoning of the Estate is Special Purpose as outlined in the NMBM Town Planning Amendment 5620 document (available from the ARC). The residential component is to be classified as follows:

- Sectional Title, medium density residential units referred to as “The Wedge”
- Single Residential Use which refers to either “Lifestyle Village” or “Golf Course” residential units.

The Single Residential Use sites will only permit one dwelling unit per erf and no erven may be subdivided nor rezoned for any other purpose other than that of a single residential dwelling.

Consolidation of 3 or more erven will not be permitted

4.2. Erf Boundaries

The Registered Owner is required to obtain a Beacon Certificate, and have the pegs pointed out to the contractor by a registered Land Surveyor prior to the commencement of any building work on site. No other party/s including the Developer and/or the HOA/ARC will be liable for incorrect positioning of boundary pegs nor inaccurate setting out of building footprints.

4.3. Building Lines

All buildings are to be contained within the building lines of the specific erven, and no relaxation of building lines will be permitted. The building

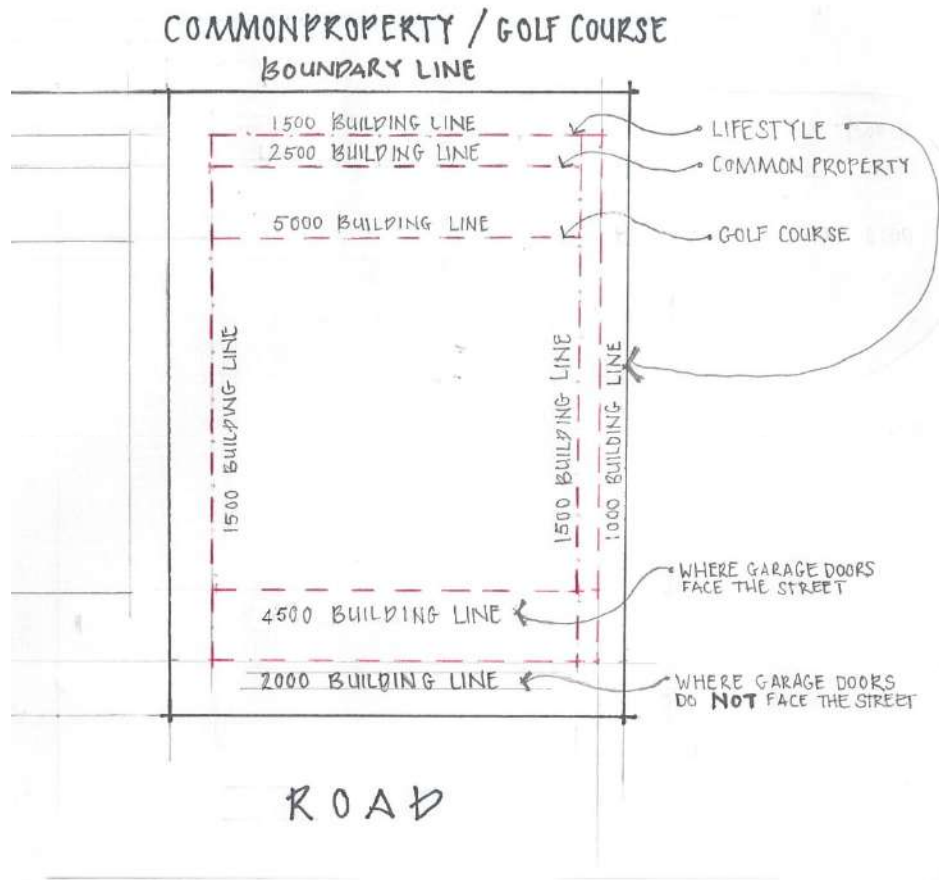
lines vary dependant on the nature and position relative to the Estate layout and can be determined through the use of Table 1. hereafter.

	Street Building Lines (Dwelling)	Street Building Lines (Garage) garage door facing street	Lateral / Side Building Lines	Rear Building Lines (Facing Res. Erf/Common Property)	Rear Building Lines (Facing Golf Course)
The Wedge	2m	N/A	N/A	N/A	N/A
Lifestyle Village	4.5m	4.5m	1,5m and 1m	1.5m	N/A
Golf Course Erven	4.5m	4.5m	1.5m	2.5m	5m

Table 1. – building lines

Verandahs, balconies, covered decks and patios, staircases, gazebos, etc. are considered to be part of buildings and must be contained within the building lines of erven.





Note – where garage doors do not face the street the street building line will be 2m.

The appointment of all professionals required for all common and maintenance buildings on the state are subject to the approval of the HOA.

Erven at the end of a row onto the golf course or public open space will be allowed to have a lateral building line of 2,5m on that side subject to ARC approval.

Stormwater disposal onto neighbouring properties will not be permitted unless it is onto the Private Open Space or golf course interface and may not be concentrated to one point. Multiple boundary wall outlets should be incorporated and subject to approval by the ARC.

Any component generally not forming part of the coverage calculation i.e. a pool or open patio may be built closer to the boundary line, approval of which is at the sole discretion of the ARC and the local authority.

No windows will be allowed in any wall which is less than 1,0 meter from any boundary.

4.4. Coverage & Floor Areas

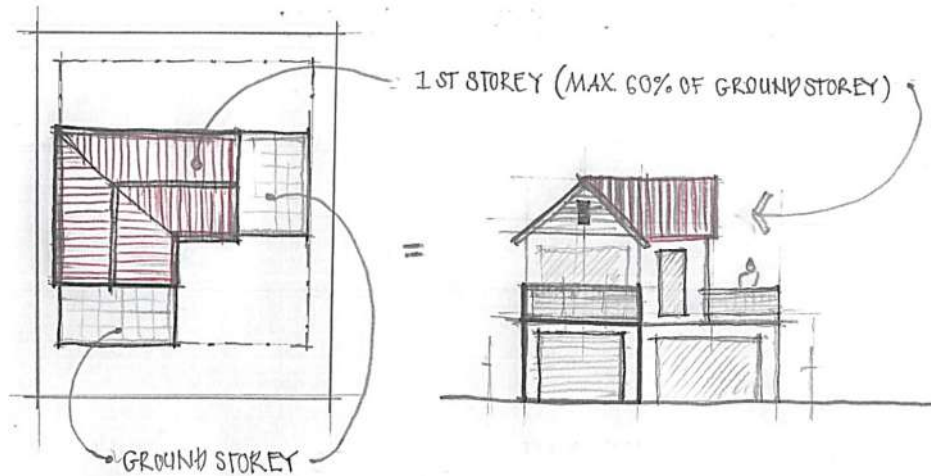
The maximum coverage for golf course and Lifestyle erven is 50% (as per Town Planning Amendment 5620). Coverage is deemed to include all covered elements such as covered verandahs and patio's, as well as any balcony or roof overhangs which are greater than 1m. The covered area must be contained within the building lines of erven.

A minimum floor area of **110sqm** for the **Lifestyle Village** and a minimum of **180sqm** is required for **Golf Course erven**. The above required floor areas include garages and carports. Floor area means Floor Space Index (FSI), as defined in the Port Elizabeth Zoning Scheme. A carport, if



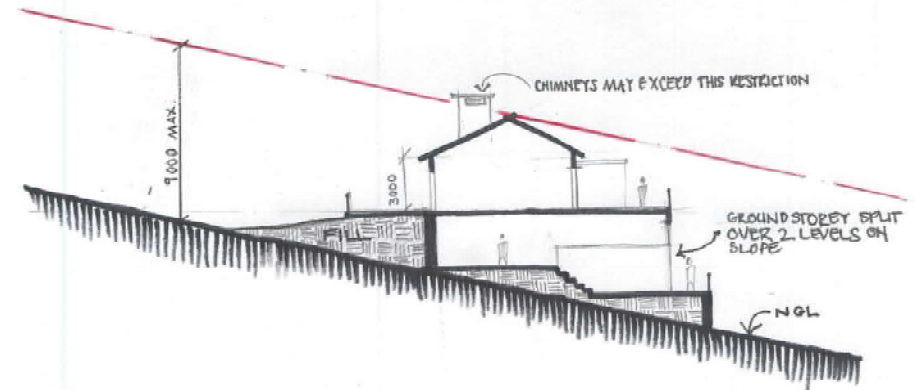
covered, is part of coverage and floor area calculations for the purposes of municipal submission.

For double storey units, the first storey area can be no more 60% of the ground storey area. See illustration below:



4.5. Height Restrictions

No dwelling houses/units are permitted to exceed 2 storeys in height (a storey is deemed to mean max. 3m floor to floor and/or floor to wall plate height). Individual storey's may be split over two levels depending on the nature of the specific site's contours or specific design, but may be done so at the discretion of the ARC. No building is to exceed 9m above the Natural Ground Level (NGL) at any point. Chimneys and other vertical elements are excluded from this restriction but is subject to approval by the ARC.



4.6. Second Dwellings

There shall be no more than one dwelling unit per erf. No second dwellings on any erf will be permitted. Freestanding/independent garages, entertainment areas, etc. will be permitted at the discretion of the ARC.

4.7. Golf Course Interface

Where Golf Course erven directly abut golf course edges (tee's, fairways, designated rough areas, greens etc.), Registered Owners are required to maintain a 5m building line as outlined in sub-section 4.3 above. In such instances, Registered Owners are required to incorporate low-level landscaping to ensure a 'soft' edge is maintained between the golf course and individual dwellings. The only permitted fencing on the golf course facing edge of the erf shall be a max. 1200mm of high "Clear-Vu fencing" or similar approved by the ARC, preferably inclusive of a hedge.

4.8. Energy Efficiency

Care is to be taken to ensure any building is in strict accordance with SANS 10400-XA: Energy Efficiency in buildings and SANS 204, with particular reference to orientation, insulation, heat gain and heat loss, before submission to the ARC. The ARC is not responsible for the monitoring of



these regulations and therefore any ARC approved submissions requiring design or orientation amendments due to deferral from the Local Authority for non-compliance to this regulation are subject to a re-evaluation by the ARC. (Note: Buildings will be required to conform strictly with SANS 10400 parts XB and XC upon official publishing of such legislation).

4.9 Environmental Management

Great care shall be exercised to retain the natural vegetation and especially the indigenous growth and trees. No indigenous vegetation shall be removed without the prior approval of the HOA or the suitably qualified representative. Where indigenous growth and trees need to be protected, in the opinion of the environmental officer, it should be marked and screened off.

It is the individual owner's architect's explicit responsibility to obtain this information in respect of all surrounding sites, visit the site and verify this information prior to any design work being undertaken. The Environmental Management Plan (EMP) is key to the development of the Wedgewood Village Golf and Country Estate and dictates where development may take place, within what parameters and according to which associated environmental protocols. All parties involved in the planning and construction of a project are required to be fully conversant with this EMP. Failure to comply with the EMP and its protocols will render any implicated developer, professional or contractor in breach of the HOA's rules, which may include fines, removal from site and reinstatement at the expense of the offending party, and will be recommended to the HOA by the ARC. The Environmental Management Plan (EMP) applicable to the development (a copy of which is available from the ARC on request) shall be strictly adhered to.

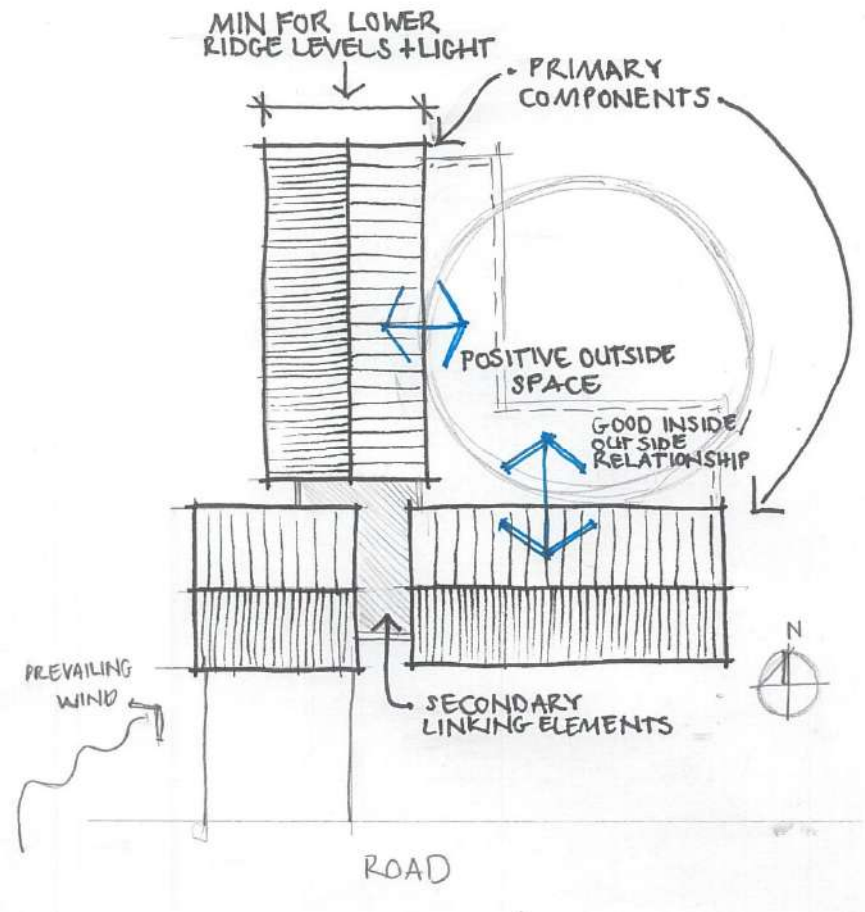
5. PARAMETERS FOR THE BUILT ENVIRONMENT

Item 1.2. – 'Objectives for the Built Environment' refers to design parameters. What follows are these parameters.



5.1. Planning & Form

It is encouraged that the building form incorporates the use of simple geometric forms complementing the usage of the spaces. Mass can be broken down into a series of simple primary components connected through secondary linking elements arranged such as to create positive space as well as depth and interest in the composition of the site.



It is paramount that the form remains scale sensitive at all times. Singular compact forms will be considered by the ARC under the proviso that such will maintain a sensitive nature and scale, as well as provide a platform for positive elevational treatment. Care is to be taken to avoid large monolithic structures creating hard urban edges to the Estate.



The above illustration refers to form only

Use of vertical and horizontal form defining elements such as chimneys, feature screen walls, plinths etc. are encouraged.

Planning should be done in a manner to promote open plan living and should adopt a balanced relationship between inside and outside.

Outdoor living spaces are encouraged, particularly through the implementation of sweeping verandahs and patios.

The width of buildings should be kept to the minimum to lessen the effects of high roof ridge levels as well as promote good ingress of natural light. SANS 10400-XA are to direct planning in terms of orientation and energy saving measures. Planning should as far as possible be positioned to mitigate disturbance of the site and all indigenous plant species are to be protected and incorporated into the design.

5.2. Roofing

Roofing is to be kept as scale sensitive as possible, and large barren roofed areas are discouraged. Where build form is broken down into a series of elements, simplified primary and secondary roof-scapes should be incorporated to express hierarchy, enforce its fragmentation and ensure the build form at large remains scale sensitive.

5.2.1. Roofing Form

Only pitched roofs will be permitted for primary roofing elements and can be expressed as simple gable or hipped roof structures. Dutch gables will be acceptable at the discretion of the ARC. All pitched roofs are to be a minimum of 30 degrees and a maximum of 45 degrees. Mono-pitched roofs will not be permitted as primary roofing elements, but will be allowed when used for verandahs, covered porches and stoep areas or where it is abutting vertical walls. These may vary in pitch between 5 and 15 degrees.





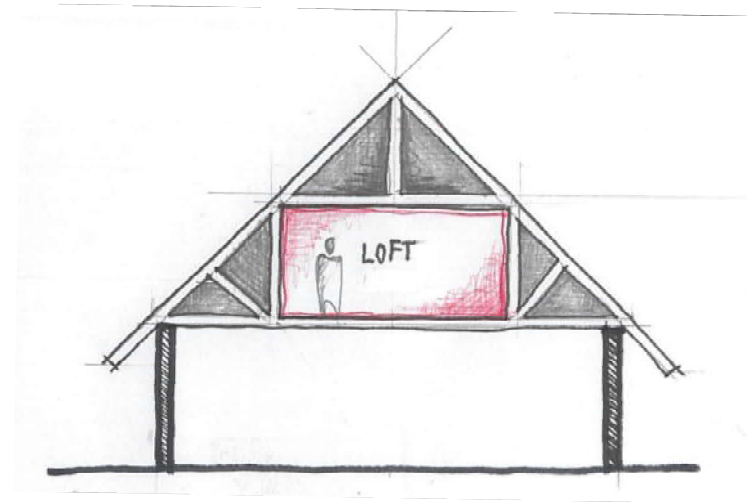
The image above is to illustrate roof form only.

Simple lean-to roofs are encouraged for verandah and patio areas and may be between 5 degrees and 15 degrees pitch. It is envisaged that such roofs are used to promote outdoor relationships and to soften facades.

Flat roofs (including exposed slabs, decks or balconies on floors above ground) are acceptable as secondary roofing elements and is advised to be kept to a minimum. Use of flat roofs will be at the ARC's discretion. Parapet walls will only be considered to flat roof portions conforming to the requirements highlighted above. Flat roofed garages are permissible, but roofs to be hidden behind parapets.

Lofts

Registered owners are encouraged to make use of the ceiling void due to the prescribed pitch of the roofs. Use may be made of dormer windows and louvered vents to provide access and ventilation in loft areas. Special ARC permission is required and all lofts should be indicated on drawings submitted. The area of the loft to be indicated in the floor area calculations.



The image above is to illustrate the use of loft space only.



5.2.2. Roofing material

Uniformity in roofing material is encouraged and should appear consistent. It is paramount that the varied roofing materials blend harmoniously with the design at large and does not embody stark contrasts.



Permitted roofing materials include:

Victorian profile: Traditional corrugated galvanized iron, aluminium or approved powder coated sheet metal, eg. Chromadek, Colourbond, etc., in charcoal.

La Farge Elite through colour concrete roof tiles colour, in charcoal.

Concrete, sheet metal or boarded flat roofs concealed behind parapets.

Diamondek (concealed fix sheeting).

Brownbuilt (GRS concealed fix sheeting).

Selected roofing material should be consistent. IBR sheeting, asbestos or fibre cement roof sheets, thatch, galvanized metal unpainted roof sheets, translucent roof sheeting and any other material not listed will not be allowed.

Roof lights and glazed roof panels, use of 'Solatubes' or similar products will be acceptable although discouraged. Where incorporated, these should be for functional reasons, and must be concealed from view and are subject to approval by the ARC.



Parapet walls may not exceed four brick courses above the highest roof junction.

5.2.3. Gable Ends & Eaves Overhangs

It is encouraged that designs adopt the use of gable ends. It is advised that hipped roofs are only used for compact designs and softened by the use of sweeping verandahs and patios.

Gable end overhangs should not exceed 300mm. Where a design requires wider gable end overhangs, this will be subject to ARC approval. As the roof to wall junction may be a defining characteristic, such is to be treated with care and the designer is to submit a basic detail of gables end and overhang treatment for scrutiny with their submission.

Where flat concrete roof tiles are introduced, the tile ends may be left exposed, provided an adequate timber closer is provided at the junction between the overhang and the gable wall. A rake verge tile may also be used as per standard gable end roof detail.

No 'decorative' gable parapets will be permitted particularly those with historical reference such as Cape Dutch gables.

Large eaves overhangs are encouraged to act as a means of solar control. All eaves closures to be raked along the same pitch as the roof. T&G boarding may be used to close the eaves. The boarding is to be laid on top of the rafters between tile battens. Eaves overhangs of 600 mm are encouraged and may be closed or open. Storm clips to be introduced in accordance with manufacturer's requirements.

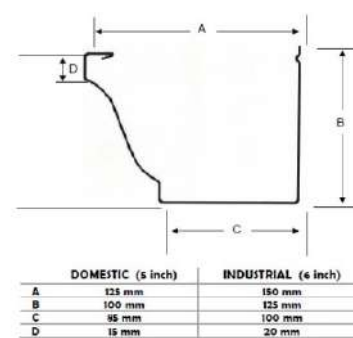
All exposed timber to be finished in approved oil, creosote or timber preservative with approved colour stain. Exposed truss ends/sprockets are permitted. Truss ends may be trimmed or narrowed with a straight-line chamfer. No scalloped truss ends will be permitted.

5.3. Rainwater Goods

5.3.1. Gutters & Downpipes

The disposal of rainwater onto the site should be controlled to avoid damage to the site. Rainwater downpipes must be positioned sympathetically.

White, Charcoal or Black Powder coated 'ogee' aluminium seamless gutters are required. Square profile aluminium or PVC and downpipes are permitted, and must match either gutter or wall.



Aprons of minimum 600 mm are encouraged around the building to ensure storm water is directed away from the building.

Where flat roofs are utilized, it is essential to ensure sufficient storm water displacement is achieved through use of full-bore outlets etc. Other forms of downpipes such as chain down pipes and stainless-steel spouts will be considered but are to compliment the design. Such must be clearly detailed on submission drawings and will be subject to ARC approval.

5.3.2. Rainwater Tanks

Rainwater to be managed by means of overland waterways such as driveways discharging into the internal road system.



Rain water harvesting is not compulsory but highly encouraged through the incorporation of water storage tanks. These tanks may be exposed above ground or underground but must remain within the confines of the erf boundary. All tanks are to be concealed by means of screen walls or cladding and care is to be taken with regards to placements to ensure minimum visibility.

Water tanks to be light beige or a similar colour to match the external walls of the building. A full specification as well as a detailed design is to be submitted to the ARC for approval.

5.4. Elevations

Elevational treatment to be contemporary in nature and to embody a simplified 'country style' expression and little to no stylistic architectural adornment and artificial decoration is prohibited. Care must be taken in ensuring facades are well proportioned and sensitively scaled.

The simple relaxed architecture calls for honesty and integrity in the construction. All walls must be plain without undo decoration. Only simple square cut mouldings around windows and door will be allowed. Any deviation to this including ornate decorative mouldings are not permitted.

All exposed timber to be of suitable type and grade.

Only natural stone construction or cladding may be used as architectural affect to emphasize certain areas, i.e. plinth, chimneys, etc. It should preferably be a stone of local origin. The Estate promotes a varied natural material pallet; therefore, stone and timber are acceptable, subject to ARC approval. No facebrick or artificial stone elements will be permitted.

5.4.1. Exterior Walls

All external masonry walls are to be of a cavity wall construction (min 50mm cavity). Buildings must have a smooth or bagged plastered exterior finish.

5.4.2. Chimneys and Braais

It is encouraged that chimneys and external braais are carefully positioned and expressed as feature elements with strong vertical proportions. Such mechanisms should remain simple in form, complement the overall design and offer visual excitement to facades and will be subject to ARC approval. Chimneys and flues may exceed the prescribed height restriction, but it is mandatory to ensure such is at least 1m higher than the roofing material.

Chimneys and flues may either be plastered and painted brickwork, natural dry-packed stone cladding, stainless steel or steel in nature and should be clearly indicated on ARC submission drawings. Furthermore, choice of cowls when applicable are to be submitted to the ARC for approval.





5.4.3. Materials & Finishes

Approved exterior materials and finishes are the following:

- 1) Cement plastered walls – painted.
- 2) Cement plastered walls – may be finished smooth or with ‘Marmoran’ type textures, preferably in panels.
- 3) Dry-packed or flush jointed natural stone walling and natural stone cladding to retaining walls, plinths and chimney type elements only and to a maximum of 30% of the exterior elevation. Natural stone gabion walls as landscaping feature elements or boundary wall enclosures are permissible.
- 4) Pre-painted or site painted fibre-cement cladding boards with lapped joints and in narrow widths, only as roofing elements (gable ends or hipped roofs and service ducts).
- 5) Off-shutter concrete may be introduced as feature elements, but must compliment the design and may not exceed 15% of the exterior elevations.
- 6) Natural hardwood timber cladding in narrow widths with natural or stained finish. Any timber decking to be either Balau or Garapa.
- 7) Plain plaster band mouldings, 110mm wide, around openings ie. windows and doors will be permitted subject to ARC approval.
- 8) Plinth – to be waterproofed on external walls, from the top of the foundation to 170mm above finished ground level. Boundary walls both sides to be waterproofed as above.



Exterior materials, finishes, colours or components which are **NOT PERMITTED**.

- 1) Glass blocks or 'Win block' windows
- 2) Artificial stone
- 3) Ancient style Corinthian, Doric or ionic type columns.
- 4) Tuscan, Spanish or other foreign style detailing
- 5) Shade netting
- 6) Carports (unless integral part of architectural language)
- 7) Asbestos
- 8) Concrete blocks
- 9) Facebrick or klinker bricks
- 10) Timber picket or log fencing (gum poles)
- 11) Vibracrete
- 12) Reflective glass
- 13) Unpainted plaster
- 14) Decorative shutters
- 15) Razor wire, wall spikes, and the like.
- 16) 'Hulabond' or stainless steel cladding
- 17) Wendy houses and tree-houses
- 18) Exposed pool pumps
- 19) Chicken mesh or diamond mesh

20) IBR square fluted profile sheet metal

NOTE: A sample of any items not listed above is to be submitted to the ARC for approval.

5.4.4. Estate Paint Palate

The estate has endorsed the use of soft earthy tones for all the built fabric in order to create a harmony and to promote a sensitivity to the natural environment. Registered owners are able to select paint colours from the WVGCE palate for use as base and feature colours. Only the following colours from the *Plascon Décor Naturals* swatch will be permitted:

- 1) Worn Wood NEU 08
- 2) Light stone NEU 06
- 3) Winter savanna NEU 01
- 4) Statued NEU 12
- 5) Stone wall NEU 09
- 6) Wilted leaf NEU 07
- 7) Mountain fog NEU 03
- 8) Cream of mushroom D15-3
- 9) Silver E29-3
- 10) Sterling E29-4

A combination of the above colours will be permitted, but not more than three.





NOTE: REGISTERED OWNERS ARE TO ENSURE THAT THE SELECTED COLOUR/S ABIDE BY THE ABOVE LIST OF CODES. Printed colours are not a true reflection of the colours selected. Plascon name and code to be used to establish the correct colour.

5.5. Windows & Doors

All door and window proportions are to be carefully considered and should be vertically proportioned. As the architecture should be contemporary, large horizontal planes of glass will be permitted, should be carefully implemented and further express vertical rhythm through use of mullions and/or structural support.

Furthermore, such should only be adopted where played against and enforcing strong vertical feature elements and will be subject to review by the ARC. Lintel heights of 2380/2465mm are encouraged to accentuate verticality. Mock sliding sash and cottage pane windows are not permitted. Standardised top hung windows should be avoided with preference being given to side hung opening sections in vertical proportion. Horizontal proportioned windows will be considered as features where appropriate. Opaque or sandblasted glass is permitted for privacy concerns. No reflective films to glazing will be permitted. All glazing to conform to AAAMSA standards, SANS 10400-N, SANS 10400-XA and SANS 204 regulations.

Approved window and door systems are:

- Hardwood timber, either natural or painted – treated with timber preserve and to ensure a matt finish. Acceptable colours are Natural, White, or Charcoal.
- Powder coated aluminium, colours: White, Grey, Brown/Bronze, Charcoal or Black.
- uPVC. Acceptable colours are White or Charcoal.



Prohibited window and door systems are:

- Win Block windows.
- Steel windows and doors.
- Natural Anodized Aluminium.
- Decorative doors / windows

Note: Garage doors to be either Aluminium or Steel (Powder coated, colours: White, or Charcoal), or Timber (varnished or prepared and painted, colours: Natural, White, or Charcoal). A maximum of two single garage doors, or one double garage door is permissible facing the street, position subject to ARC approval.

5.6. Screens, Shutters & Awnings



Sun control and privacy shall be dealt with by means of roof overhangs, patio roofs, shutters, screens and planting, but in all cases should be simple, compliment the architecture and will be subject to ARC approval. Screens or shutters must be operable, and their materials and finish must be submitted to the ARC for approval. It is preferred that shutters are either in aluminium or timber to match the colour of window frames. No clip-on aluminium, steel or canvas awning systems, such as carport structures may be used. Furthermore, no horizontal sliding systems will be permitted for patio or pool deck areas. All screening/shading devices must be clearly expressed on submission drawings to the ARC for scrutiny.



5.7. Verandahs, Balconies & Decking

The use of balconies, verandahs and decking are encouraged to promote an out-door lifestyle. All decks are to be of either Balau or Garapa.

Either fluted or smooth finished decking planks are acceptable. It is encouraged that decks on ground level, where possible, are suspended above the natural vegetation to a maximum height of 1200mm off the natural ground level. Where decks are higher than 1000 mm off the ground a balustrade will be required, as per SANS requirements.

Verandahs and balconies are to form an integral part of the design and must enhance architectural expression and soften hard edges. Strictly no patio lace/ broekie lace nor any other form of undue adornment will be accepted.

5.8. Balustrading

Balustrading must be incorporated where applicable to ensure conformity to the NBR, and must compliment the design. All exterior balustrades are to be either plastered and painted brick walls, treated timber, primed and painted steel (colours: White, black or Charcoal), powder coated aluminium (colours: White, black or Charcoal), or clear glass. Stainless steel balustrades

are discouraged but will be considered where appropriate. Other exterior balustrade designs and material choices which are not mentioned above will must be submitted to the ARC for scrutiny. All designs to conform to the National Building Regulations (NBR).

5.9. Exterior Lighting

Lighting is to be handled in a contemporary, unobtrusive way that provides suitable lighting and aesthetic conditions. Stylistic fittings such as those associated with Victorian, Edwardian, or Gregorian styles are discouraged and Registered Owners are required to use simple contemporary fittings. All exterior lighting is to be at a low level or wall mounted. Direct glare

should be avoided at all times and fixtures concealing the light source and reflect/push light down are encouraged. Energy efficient light fittings, such as compact fluorescent and LED lighting are compulsory. It is encouraged that all external fittings are on a day-night switch, whilst internal light fittings where appropriate be on motion sensors. All lighting to conform to SANS 10400-Part O.

5.10. House Numbering & Post Boxes

House numbers must be a minimum of 160 mm and maximum of 200 mm in height, and in stainless steel. Numbers must either be placed on the building or on the garden wall in a visible position lit at night. Post boxes at the houses will not be required; as there will be a centralised post box facility.

5.11. Retaining Structures



The above is an illustration of a gabion type wall, but the height should be a maximum of 1200 mm.



Where required, retaining walls are permitted to a maximum height of 1200mm above the natural ground level. Where retaining walls are required to be greater, this should be treated as terracing with no visible retained section being greater than 1200mm in height and must be clearly indicated on ARC submission drawings for approval. Retaining structures may be either natural stone clad brickwork or gabion walls. Retaining systems such as 'Terraforce' or 'Loffelstein' are not permitted unless structurally required, justified in writing by a competent person and subject to approval by the ARC. Where retaining walls are required, either for civil, structural or landscaping reasons, it is encouraged that retaining walls are softened with planting.

The onus is on the Registered Owner to ensure that changes of level 1000mm or greater conform to engineers' details and specifications.

5.12. Garages, Carports and External Stores

It is mandatory that at least 1 single garage per unit is provided for in the Lifestyle Village, the Wedge and all Sectional Title (medium density) units whereas it is a requirement that the Golf Course erven provide garaging for at least 2 vehicles either through the use of 2 single garage doors or one double garage door. Garaging should complement the design of the dwelling in both form and material. Further to the above garaging requirements, it is mandatory to provide at least 1 open hard surface space for parked vehicles. No prefabricated garaging units are permitted.

Carports will be permitted but must be sensitively treated and must relate to the design as a whole. Use of pergola's, sheet metal roofing consistent with the dwelling, concrete flat roofs or timber on steel supports or brickwork will be considered by the ARC, subject to approval. Prefabricated, shade cloth, tensile or awning type carports will not be permitted.

5.13. Driveways and Walkways

All driveways, parking areas and paved areas must be kept to a minimum. All paving should be either red, or charcoal bevel edged pavers.



5.14. Refuse

Proper provision shall be made for the storage of household refuse at each house, and must be concealed.

5.15. Kitchen Yards

An external yard area is permitted to be enclosed by walling within the boundary foot print. This should be attached to the building and lead off either kitchens, scullery's or garages and must be completely enclosed with a solid brick plastered and painted wall at 1800mm high. All kitchen yards must have access to and from the street. The yard space is to house all refuse bins, washing lines, gas cylinders, heat pumps and the like.

5.16. Boundary Walls

Boundary walls enclosing the entire erf are strictly prohibited. Whilst it is encouraged that the properties are kept open to the Estate, to promote an open and soft environment, boundary enclosure will be accepted to a limited extent.

5.16.1 Lifestyle Village and Golf Course Erven that do not have the golf course Interface

Street boundary – low screen plastered and painted solid brick walls to a maximum of 1200mm high or alternatively a 1800mm high brick wall with columns and vertical railing infill panels (galvanised mild steel), to be constructed as per NBR (for privacy).

Lateral/side boundary – low screen plastered and painted solid brick walls to a maximum of 1200 high or alternatively a 1800mm high solid brick wall to a maximum length of two thirds of the lateral boundaries taken from the street boundary, walls to be constructed as per NBR (for privacy and drying yards). A combination is acceptable.

Rear boundary – low screen plastered and painted solid brick walls to a maximum of 1200mm high.

(Refer to permissible walling options below)

5.16.2 Golf Course Erven

Street boundary – low screen plastered and painted solid brick walls to a maximum of 1200mm high or alternatively a 1800mm high brick wall with columns and vertical railing infill panels (galvanised mild steel), to be constructed as per NBR (for privacy).

Lateral/side boundary – low screen plastered and painted solid brick walls to a maximum of 1200mm high or alternatively a 1800mm high solid wall to a maximum length of two-thirds of the lateral boundaries taken from the street boundary, walls to be constructed as per NBR (for privacy and drying yards). A combination is acceptable.

Golf course interface – Home Owners are required to incorporate low-level landscaping to ensure a ‘soft’ edge is maintained between the golf course and individual dwellings. The only permitted fencing on the golf course side shall be max. 1200mm high ‘Clear-Vu’ or similar approved, preferably inclusive of a hedge.

(Refer to permissible walling options below).

NOTE: Where possible landscape with vegetation, in the form of hedges or with ‘Clear-Vu’ or both.

Permissible walling options:

- 1) White PVC type picket fencing (design subject to approval by the ARC).
- 2) Plastered and painted solid brick wall, 1200mm high as per NBR.
- 3) Gabion stone walling as per NBR.

4) Solid brick wall with natural dry-packed stone cladding (samples to be submitted to ARC) as per NBR

5) ‘Clear-Vu’ or similar approved to a height of 1200mm. Colour either black or charcoal.

All boundary walls will be subject to ARC approval and must be indicated on the plans in detail.

5.17. Swimming Pools and Jacuzzis

Swimming pools:

Swimming pools are permissible subject to approval of the ARC. All pools are to be positioned a minimum of 1m away from any external dwelling wall and to be within building lines. The Registered Owner and his appointed professionals are to ensure all safety requirements set out in the NBR are met, including the provision of swimming pool enclosure walls or fencing at 1200mm high with access by means of suitable self-closing and self-locking gates. Such fencing alternatives must be clearly indicated on submission plans and subject to approval from the ARC.

All pool pumps and filtration systems should be concealed from view.

Portable pools:

Portable pools will not be permitted.

Jacuzzis

Jacuzzis are permissible subject to approval of the ARC. All jacuzzis are to be positioned a minimum of 1m away from any external dwelling wall and to be within building lines. The Jacuzzi is to be clad in either Balau, Garapa or packed stone, cladding to be indicated on submission plans and subject to approval from the ARC. The Registered Owner and his appointed professionals are to ensure all safety requirements set out in the NBR are met, including the provision of enclosure walls or fencing at 1200mm high with access through the means of suitable self-closing gates. Such fencing



alternatives must be clearly indicated on submission plans and subject to approval from the ARC.

5.18. Security Treatment

As the WVGCE is a secure Estate with permanent on-site security provided, the opportunity is available to promote freedom within the architectural context. Registered Owners insistent on burglar proofing should make consideration of such at the design stage and should form an integral part of the building design. Only internal burglar proofing will be permitted which must remain simple and coloured to match the fenestration. Other acceptable forms of security measures include alarm systems and armed response. External perimeter beams and CCTV cameras will be the only form external security measures deemed acceptable with the consent of the ARC.

The following forms of external security treatment are prohibited:

- Razor and Barbed wire.
- Boundary wall spikes.
- Motion sensing spot lights.
- External burglar bars/cages.
- 'Trellidor' or similar retractable security barriers or doors.
-

5.19. Electrical Usage

The Estate subscribes to the concept of energy efficiency and therefore certain energy efficient measures are encouraged. Where applicable such energy efficient measures are to be in strict accordance with SANS 10400: Part X as well as SANS 204. The following measures are suggested to achieve this goal:

- All water heating is to be achieved through the use of either heat pumps or solar water heaters (flat panels only). Where solar heaters are used a standby electrical heater element, with a time

switch or load control relay must be incorporated so that the electrical heater is only used during off peak periods.

- Insulation within ceilings is mandatory.
- The use of gas hobs is preferred.
- The use of energy efficient lamps, such as compact fluorescent and LED.
- The use of daylight sensors for outside lighting.
- The use of dimmers to reduce lighting in areas when not in full use.
- Air conditioning plants should be energy efficient.
- Maximum use is to be made of natural lighting, heating and cooling of the building through passive design principals. In this regard it is compulsory that all ceiling spaces be provided with a layer of thermal insulation material.
- Adoption of photovoltaic cells sensitively integrated into the design (subject to ARC approval).
- Hot water pipes are lagged with insulation material and that low flow shower heads be used.

It should be noted that energy conservation/efficiency occupies a high priority rating on the **Estate** and all energy saving elements, such as solar panels, etc., must form an aesthetically pleasing part of the elevation design or be hidden accordingly.

5.20. External Services

All external services which includes the likes of sewerage and plumbing pipes, heap pumps, air-conditioning condenser units, gas cylinders/housings, pumps, satellite dishes, television aerials or similar must be concealed from view either by positioning within ducts, drying yard areas or careful planning. It is mandatory that all plumbing is placed within ducts. Stub stacks of less than 1 m above natural ground level may



be left exposed but must be painted to match wall colours. Geysers are to be placed within roof voids or on concrete flat roofs but must remain completely concealed from view. Where necessary, carefully designed screening element complimentary to the design of the house will be considered by the ARC. All services are to be clearly indicated on submission drawings for scrutiny by the ARC.

TV aerials and dishes to be mounted below eave or barge board levels. The top of dishes or aerials may not exceed above the gutter or the top of the barge board.

5.21. Site Drainage

Each erf is responsible for its individual stormwater management and therefore all stormwater from roads, paved areas, roofs and swimming pools is to be carefully directed into the landscaped areas or internal stormwater systems as required by the local authority. Provision of controlled stormwater run-off must be provided for, to avoid damage to the site, neighbouring properties and the Estate at large. It is encouraged that stormwater displacement is consistent with the natural fall of the site and is channelled away from buildings towards the internal streetscapes or POS. Areas of potential damming or areas susceptible to erosion should be adequately dealt with to the satisfaction of the ARC. Stormwater design and detailing should be carried out by a competent person appointed by the Registered Owner and must be clearly indicated on a diagrammatic stormwater layout on the site plan for all submissions to the ARC. Stormwater may not be concentrated onto neighbouring properties, but should be spread, with various outlets across boundaries or through yard walls towards the street or the POS.

5.22. Sustainability Measures

Incorporation of sustainable measures, whether passive or active, are encouraged. Where possible, such mechanisms may be incorporated as design elements to promote an awareness of such, but must remain sensitive to the design and surrounding environments and will be subject to ARC review.

The harvesting of grey water is acceptable, however, under no circumstance shall any grey water be permitted to enter any dams or waterways on the estate.

As mentioned earlier, low-flow Technology such as low flush toilets should be used to reduce potential water consumption and waste water loading of the sanitation system.

Solar panels are permitted, however they are to be concealed wherever possible or integrated into the design of the dwelling in an aesthetically pleasing manner. Solar panels are subject to approval by the ARC. All products are to comply with the national building regulations.

Any alternative sustainable measure intended for use must be brought to the attention of the ARC for scrutiny and approval.

6. SERVICES

All external services which include sewerage and plumbing pipes, heat pumps, air-conditioning condenser units, gas cylinders/housing, pumps, satellite dishes, television aerials or similar must be concealed from view either by positioning within ducts, drying yard areas or careful planning. See 5.20 above for plumbing requirements. Geysers are to be placed within roof voids or on concrete flat roofs but must remain completely concealed from view. Where necessary, carefully designed screening element complimentary to the design of the house will be considered by the ARC.



All services to be clearly indicated on submission drawings for scrutiny by the ARC.

It is mandatory for Registered Owners to provide 2 x 110 diameter HDPE sleeves underneath the entire street verge driveways and walkways of their property to facilitate any future services and to mitigate inconvenience to Registered Owners.

Structure and Foundation:

The services of a Structural Engineer will be required for the structural design of multi storey houses and retaining walls. Trial holes to Engineer's requirements are to be made and proper geo-technical tests conducted to determine the bearing capacity of the sub-strata. An Engineer's design/report is to accompany the building plans submission to the ARC and Local Authority.

Stormwater and Civil:

Indication should be given on the submission drawings regarding the allowance for stormwater drainage on each site. The drawing should indicate the route of the rainwater discharge for approval by the ARC. All is to be piped or channelled onto the driveway where possible. No rainwater discharge piping will be allowed to be installed into road curbing. Each erf must adhere to the development stormwater management system or layout. No water may discharge directly onto the golf course and/or neighbouring properties.

Downpipes can discharge into 'raindrains' connected underground to a 110mm dia. uPVC pipe to discharge into the stormwater drains or into the natural 'sloot'.

7. GENERAL REQUIREMENTS

It is important that the entire development reads as a whole. The success and progressive development of the Estate lies in the application of these guidelines by the individual Registered Owner and developer, prior to development, during construction and after occupation takes place. The following requirements and restrictions are intended to highlight the responsibilities of the Registered Owner and developer to ensure the integrity of the Estate for the HOA, the Registered Owner and other residents.

7.1. General Requirements Pre-Development

Registered Owners are requested to familiarise themselves with the modus operandi of the Estate and the ambits of the various role players to ensure the process is transparent and stress free. Cognisance should be taken of the following before commencing with development:

- The Registered Owner is to ensure that all available information regarding the development and management of the Estate are received from the agent or WVGCE website, and that such is familiarised and understood. The Contractor's Rules and Regulations (CRR) need to be adhered to at all times.
- That all agreements of sale and necessary transfers are in order before commencement of works on site.
- A professional land surveyor is appointed to identify pegs/beacons on site as well as conduct a detailed survey of the site which is to include contours at 500mm intervals as well as any distinguishing site features such as outcrops and vegetation. The scope of the land surveyor's appointment should include the accurate setting out of buildings on site before excavation and establishment take place.



- All professional persons required (such as surveyors, architects, structural engineers, civil engineers, contractors, etc.) to execute the development are suitably appointed, and meet requirements set out in the design guidelines.
- Understands all associated costs applicable to the Registered Owner for the development, such as agent's commissions, professional fees, ARC scrutiny fees, municipal scrutiny fees, NHBRC enrolments, construction deposits, etc.

7.2 Construction Site Boards.

Registered Owners are to ensure the main Contractor erects a construction site notification board on the street facing boundary of the site, strictly conforming to the Estate specifications as outlined in the Estate Construction Site Board details.

7.3 General Requirements After Occupation.

It is paramount that the Estate reads holistically and therefore, Registered Owners are requested to adhere to basic requirements in conjunction with the House Rules which fall outside the scope of the architectural aspect of these guidelines. The following prohibitions are to be adhered to:

- All fireplaces or braais to be sited within individual development footprints of each property (disturbed area) and no fireplaces nor braais will be permitted outside of this area.
- No fires are allowed whatsoever except in purpose-built fireplaces or braais and with the exception of controlled bush clearing conducted by the HOA.
- No temporary structures such as timber outbuildings or tented structures will be permitted under any circumstance.
- All rock features, concrete statues, pots and water features visible from the road are to be approved by the ARC

- Gas cylinders and all other service elements on external walls must be concealed.
- All telephone feeds to a house must be laid underground.
- All buildings must be maintained in a good condition and retain its original aesthetic appearance and paintwork.
- All alteration and additions work are subject to scrutiny by the ARC
- No livestock or poultry will be allowed to be kept on any property.
- Household pets are to be made known and approved by the HOA.
- Noise pollution is to be controlled and mitigated.
- No servicing of vehicles will be permitted in driveways.

8. LANDSCAPING REQUIREMENTS

All landscaping is to be done in accordance with the Wedgewood Landscaping Guidelines. The natural vegetation shall be disturbed as little as possible and protected species of trees shall not be removed. If the removal of protected trees is necessary for proper utilization of the site, a specialist must be consulted. Protected plants and trees can be removed only once written approval of the Department of Environmental Affairs has been obtained. Indigenous vegetation must be properly screened off, where possible, during the construction stage.

A list of recommended plant species is available to Registered Owners as set out in the Landscape Guidelines. It is encouraged that all new planting shall be an indigenous species from the approved plant material listed in the Landscape Guidelines. A mix of 75% indigenous to 25% alien planting will be allowed at the discretion of the HOA.

Landscaping of the verge, is to be indicated on the site plan, for ARC approval.



9. BUILDERS CODE OF CONDUCT

The onus lies with the Registered Owner to ensure the appointed Main Contractor strictly adheres to the Contractors Rules and Regulations (CRR) at all times. A signed copy of the Contractors Rules and Regulations is to be submitted with the application for plan approval. All Contractors are to have a current registered certificate from the MBA and the NHBRC. A copy is to be submitted to the Estate Manager, prior to the commencement of work on site.

10. CONCLUSION

All conditions and limitations contained within this document are to be considered in addition to any existing conditions and regulations set by the local authority and/or any other relevant body. All required regulations within this document are to be conformed to and any diversion thereof shall be at the sole discretion of the HOA as well as the ARC.

The ARC shall not be liable for the correctness of any part of any project contained within the development beyond the parameters set in this document. It is not the responsibility of the ARC to assume compliance to any regulations set by a third party. Furthermore, the ARC approval shall not be construed as permitting any contravention of restrictions imposed by the local authority having legal jurisdiction. It should also be noted that the ARC is not to assume the responsibility of checking compliance to the National Building Regulations (NBR) for any submission.

The overall integration of the building(s) into the surrounding natural and built context and any other aesthetic considerations that might jeopardize the architectural integrity of the development remains open for scrutiny

and is subject to changes requested by the ARC, but is subject to HOA approval.

Any changes to existing or new structures on site are to be submitted to the ARC for scrutiny and are subject to HOA approval.

11. ADDENDUMS

Documents:

WDM 01	-	Architectural Guidelines Rev. E04
WDM 02	-	Landscape Guidelines Rev. E01
WDM 03	-	Contractors Rules and Regulations Rev.E01
WDM 04	-	Utilities Guideline Rev. E00
WDM 05	-	Articles of Association Rev. E00
WDM 06	-	House Rules Rev. E01
WDM 07	-	Environmental Impact Assessment (EIA) Rev. E00
WDM 08	-	Record of Decision Rev. E00
WDM 09	-	Environmental Management Plan (EMP) Rev.E00
WDM 10	-	Construction Sign Board Rev. E00
WDM 11	-	Estate Architect's Contact Details Rev. E00



WDM 12 - **NMBM Town Planning Amendment 5620** Rev. E00

Annexures:

WEA 01 - **Estate plans** Rev. E00

WEA 02 - **Survey Diagrams** Rev. E00

WEA 03 - **Paint Colour Chart** Rev. E01

WEA 04 - **Estate Construction Checklist** Rev. E00

WEA 05 - **Estate Landscape Plan** Rev. E00

WEA 06 - **Fines Related to Contractors** Rev. E00

Forms:

WEF 01 - **Architect's Application Form** Rev.E00

WEF 02 - **Contractor's Application Form** Rev.E00

WEF 03 - **Deviation from AG Form** Rev.E01

WEF 04 - **NMBM Submission Forms** Rev.E01





W E D G E W O O D

Golf and Country Estate

LANDSCAPE GUIDELINES

WDM 02 - Revision E01

JUNE 2019



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7. Addendums



1. LANDSCAPE CHARACTER

- 1.1 The overall landscape design theme for the estate will promote an authentic 'country village' landscape experience with typical village landscape elements throughout which will provide a sense of place. Both structural village-like elements and planting have been designed into the public areas of the estate. Structural elements may include pergolas, authentic water features, fence elements, and street furniture, and planting will be predominantly indigenous with a focus on 'hedgerows', flowering plants, and parkland trees.
- 1.2 The landscape design theme will enhance the existing landscape character, and complement the architectural theme of the new estate. The existing landscape is mainly characterised by the Blue Gum Tree forests (exotic) surrounding the golf course, and two types of landforms; a relatively flat landscape in the south and west, and an undulating landscape to the north and north-east. Natural water features (ponds and dams) are also prevalent in the north and north-east of the development.
- 1.3 The golf course layout will take cognisance of the existing Blue Gum tree forests, and these trees (albeit exotic), will be retained where possible, in order to utilise the existing character of the landscape. Additional planting to the landscape will be in the form of indigenous trees and shrubs, with specific foliage or flower effects, and which are adapted to the local conditions. The private open space within the development continues and consolidates this theme through the creation of informal parklands - integrating the estate with a uniform landscape theme.
- 1.4 Owners of erven on the estate will be required to design and implement garden landscapes around their houses which integrate with the estate landscape theme, in order to maintain a continuity in the overall landscape. The garden designs will need to adhere to certain conditions, specifications and restrictions.

2. LANDSCAPE CONDITIONS

- 2.1 The Registered erf Owner will be responsible for restoring the length of the sidewalk between the erf and the surfaced roadway to the original design layout. Planting in this area is thus to be in accordance with the estate layout.
- 2.2 Notwithstanding the above (item 3.1), the gardening and landscaping activities of a Registered Owner shall be confined to the physical extent of the pegged residential erven.
 - 2.2.1. No extension of an erf's garden into public/open space will be permitted, except for item 3.1. This includes irrigation, plantings, storage, fencing, pool equipment, earth mounds or portions of embankments or cut slopes.
 - 2.2.2. No extension of an erf's garden into an immediately adjacent area of golf course, fairways or out of play area will be permitted.
 - 2.2.3. Any requested extension of the erf garden onto an immediately adjacent verge, showing its extent and detail. Approval of such an extension to be strictly subject to the approval of the WVARC, and on the basis of continuing maintenance becoming the responsibility of the erf owner.
- 2.3 Existing trees located on the erven can only be removed by the Registered Owner should the position of the existing tree be directly in the way of new structures (including swimming pools) and paving, or if the tree is declared unstable/unsafe. This is subject to WVARC approval.



- 2.4 Existing Rock Outcrops on or near erven are not allowed to be disturbed in any manner, and a buffer zone of 15meters from any existing rock outcrop is to be observed. The rock outcrops and the associated buffer zones are not to be disturbed during the construction of any structures (including the delivery of materials), or during the operational phase of the estate.
- 2.5 No trees, landscaping, or other plants, may be removed from the greater golf course by a Registered Owner.
- 2.6 Buffalo grass (*Stenotaphrum secundatum*), *Cynodon dactylon* (Fine kweek) and Kikuyu grass (*Pennisetum clandestinum*) or cultivars of it are the preferred lawn types.
- 2.7 All declared invasive alien plants, trees and shrubs are not permitted within the estate and may not be cultivated in erf gardens.
- 2.8 Fences shall comply in height, position and construction with the Architectural Guidelines (AG).
- 2.9 Garden lighting is not permitted other than bulkhead lighting units fitted with 45° louvres attached to the building itself. Final numbers and positions to be approved by the Architectural Review Committee (ARC).
- 2.10 Portable pools are not permitted. Jacuzzis are permitted. See Architectural Guidelines.
- 2.11 No temporary structures are permitted within the erf gardening including Wendy houses.
- 2.12 Where the intention of the Registered Owner is to cultivate a hedge, the final height shall be a maximum of 1200mm high.
- 2.13 Invasive alien vegetation clearance of new plants that germinate on any underdeveloped or developed erf, remains the responsibility of the owner and must be undertaken on a quarterly basis, failing which the Home Owner's Association (HOA) will undertake the clearance at the Registered Owner's cost.
- 2.14 Verges

This is the area between the erf's street boundary line and the road edge. Landscaping in this area, requires plans to be submitted to the WVARC for approval. The submission plans are to indicate the following:

- 1) All street furniture to be indicated ie street lights and electrical kiosks.
- 2) All services to be indicated and dimensions given in relation to plant species ie trees.
- 3) The trees listed below under 3.15 are NOT permitted to be planted along the verge.
- 4) Registered Owners are to maintain this area at their own cost, ie regular trimming.
- 5) If damage is done to eg. any services and infrastructure, by the plant species the Registered Owner is to repair the damage and if required, remove the plant species, at their own cost.
- 6) Extreme care to be taken in the positioning of the plant species ie a tree. Ensuring that they are a suitable distance away from walls, street lights services and the road.
- 7) Trees that have a root system that goes down into the ground are permitted and trees that have a root system that spreads laterally are NOT permitted.
- 8) Deciduous trees are NOT PERMITTED.



2.15 Trees which will NOT be permitted on verges:

Erythrina cafra

Erythrina erythrina

Ekebergia capensis

Harpephyllum caffrum

The WVARC or WVHOA will not be responsible for any damage caused by the landscaping of the verge.

3. PLANT SPECIES NOT PERMITTED

The following plants may **NOT** be planted:

3.1 Any Plant found on the Table indicated in Regulation 15 (Conservation of 'Agricultural Resources Act, Act No 43 of 1983), and any subsequent revisions to the list.

3.2 Palm trees (except Phoenix reclinata)

3.3 Any species of Eucalyptus

3.4 Any species of Bottlebrush

3.5 Any species of Agave or exotic Cactus species.

4. SELECTED RIGHT SPECIES REQUIRED

4.1 A mix of 75% indigenous and 25% exotic vegetation is allowed.

5. HARD LANDSCAPING

Hard landscaping surfaces, i.e. brick paving, tiling, etc. around houses will not be permitted to cover the entire site. Cumulatively paving shall not cover more than 25% of each erf's area and a minimum of 25% of each erf must be soft landscaping.

6. PERMITTED PLANT SPECIES

(# denotes indigenous species)

6.1. Trees

Acacia karoo#

Acacia alpini#

Acacia siberiana woodi#

Acacia xanthophloea#

Celtis Africana (White Stinkwood)#

Combretum erythrophyllum (River Bushwillow)#



Dias cotonifolia (Pom-pom)#
 Erythrina caffra (Coral tree)#
 Erythrina erythrina (Coral tree)#
 Ekebergia capensis (Cape Ash)#
 Harpephyllum caffrum#
 Cussonia spicata (Mountain Cabbage Tree)#
 Halleria lucida (Tree Fuschia)#
 Kiggelaria africana (Wild Peach)#
 Olea europeae subsp africana (African Olive Tree)#
 Podocarpus sp (Yellowwood)#
 Protea sp.#
 Rhus lancea (Black Karee)#
 Rhus viminalis (White Karee)#
 Sygium cordatum (Water Berry)#
 Ziziphus mucronata (Buffalo Thorn)#

6.2 Shrubs and Groundcovers

Agapanthus sp.(Agapanthus)#
 Aloe sp.#
 Aristea major (Tall Aristae)#
 Buddleja auriculata#
 Buddleja siligna (False Olive)#
 Buddleja salvifolia (Sagewood)#
 Bulbine Capitata (Narrow-leaved bulbine)#
 Bulbine sp.#
 Cotyledon Oribiculata (Pig's ears)#
 Crassula Vaginata (White Stonecrop, Yellow Crassula)#
 Crinum sp (River lily)#
 Crocosmia aurea (Falling stars, Forest montbretia)#
 Crocosmia Paniculata (Zigzag crocosmia, Aunt-Eliza)#
 Delosperma Obtusum (Mountain vygie)#
 Dianthus sp (Carnation)#
 Dierama Floriferum (Tufted hairbell)#
 Dierama Pendulum#
 Dodonea angustifolia (Sand Olive)#
 Erythrina Zeyheri (Ploughbreaker)#
 Eucomis sp (Pineapple flower)#
 Euryops sp (Daisy)#
 Felicia amelloides (Blue Margueriet)#
 Gazania sp (Gazania)#
 Gladiolus sp (Gladiolus)#
 Gomphostigma virgatum (River Stars)#
 Helichrysum Splendidum (Cape gold)#
 Hibiscus Aethiopicus (Cape hibiscus, Dwarf hibiscus)#
 Hibiscus Trionum (Bladder hibiscus)#
 Hypericum Aethiopicum (Small St John's wort)#
 Hypoxis sp (African Potato)#
 Ipomoea Oblongata (Morning glory, Turbina)#
 Kniphofia sp (Red Hot Poker)#
 Leonotis sp (Wild Dagga, Rock Dagga)#
 Leucodendron sp.#
 Moraea sp (Golden Vlei Iris)#
 Osteospermum sp.(Mauve daisy)#



Oxalis Obliquifolia (Oblique-leaved sorrel)#
Pelargonium sp. (Geranium)#
Phygellus sp (River bell)#
Plumbago auriculata (Blue and White Plumbago)#
Polygala myrtifolia#
Polygala virgata (Willowy butterfly bush)#
Rhamnus prinoides (Dogwood)#
Scilla Natalensis-Merwillia natalensis (Large blue squill)#
Tarchonanthus Camphoratus#
Tulbaghia violaceae (Purple Wild Garlic)#
Wachendorfia thyrsiflora (Royal butterfly lily)#
Watsonia angusta (River Watsonia)#
Watsonia Lepida (Drakensberg watsonia)#
Watsonia spp#
Xerophyta sp (Lily)#
Zantedeschia aethiopica (Common calla lily, arum lily, pig lily)#
Zantedeschia albomaculata (Spotted-leaved arum lily)#

6.3 Herbs

All herbs commonly used for culinary purposes may be planted.

6.4 Lawns

Indigenous Cynodon dactylon sp. and Stenotaphrum sp.
Indigenous veldgrasses
Kikuyu grass (Pennisetum clandestinum)

7. ADDENDUMS

- 1) Layout indicating Existing Rock Outcrops
- 2) Table indicated in Regulation 15 – Agricultural Resources Act, Act No 43 of 1983

This is a working document and may be subject to amendments at the discretion of the WVHOA.

