



ERF 1963 YZERFONTEIN - SWARTLAND MUNICIPALITY

REV 01
REV 02

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Prepared by:
Checked by:
Approved by:
Date Approved :

Magoeba Architects
Source People
Pearl Point OA
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Proposed new Entrance Gate – Pearl Point

PRELIMINARY

- 1.1. The estate rules and standard agreement of sale clearly stipulates that no structure may be erected on the estate unless it complies with the architectural guidelines. The responsibility for compliance to the architectural guidelines lies with the owner of each stand.
- 1.2. Construction and improvements must commence within 3 years from the date of first transfer of ownership / membership. The construction program me of each stand is to be efficiently managed to ensure build completion within 12 months from date of commencement, so as to reduce inconvenience to neighbours, as well as unsightliness.
- 1.3. The architectural guidelines, indicated below aim to establish the aesthetic parameters of the estate, supplementary to the local authority by-laws and National Building Regulations. The guidelines may change from time to time, given adjusted legislation or other factors.
- 1.4. Should there be any matters not covered in the guidelines or differences in the interpretation of the guidelines, the scrutiny architect (mandated by the Homeowners Association (OA) to assess the design), will make a recommendation to the OA. On approval by the OA the guidelines will be amended and submitted to Swartland Municipality for notification.
- 1.5. The purpose of these guidelines is to encourage individual creativity, while fostering the continuity of material and finishes, to ensure the conceptual unity of the development, while creating a balanced and compatible lifestyle for all residents.
- 1.6. The guidelines are established in response to the significance of the site to ensure building activity causes the least amount of disruption to the estate and surrounding landscape, as well as maintain the consistency required in a high-quality neighbourhood.
- 1.7. A concept villa has been designed on each stand which conforms to all relevant building restrictions and architectural guidelines, as well as ensuring privacy and views for all other stands on the estate. The concept villas are designed to the maximum allowable footprint, which can be reduced, if required. The internal layout of each conceptual design is adaptable to individual needs and accommodation brief.

- 1.8. All designs to be undertaken by SACAP registered architect. The architect must design and manage the build through to stage 6 (PROCSA). No turnkey solutions will be acceptable. This ruling also applies to the scrutiny architect.
- 1.9. The submission documentation must include:
 - A full set of plans, sections and elevations at min. 1:100
 - A full site plan, showing the adjacent property boundaries, as well as any built structures.
 - A landscaping plan, including an indicative planting schedule (to be finalised after construction)
 - An external finishing schedule, external window and door schedule
 - External equipment layouts & specifications
 - All area calculations
- 1.10. The OA will charge a scrutiny fee of R 10 000 per submission which includes 2 revisions. Thereafter a scrutiny fee of R5000 per revision shall be payable. The owner shall be liable for payment of all scrutiny fees.
 - A refundable deposit of R12 000.00 which will be utilized to make good any damaged curbs, roadways, pavements, and the like will be payable by the owners contractor. This deposit will be refunded should there not be any damage. This amount may from time to time be increased with approval of a general meeting of the members of the OA.
 - All designs are to be submitted to the OA and subsequently approved, prior to submission to the local authority.
 - The OA must suspend building/ construction should a deviation from the approved plans be noted. Swartland Municipality's building control division must be notified by the OA in order to issue a stop order.
 - The OA will not be financially liable for any loss sustained while resolving the deviation in approved design.
 - The OA will hand over the site once municipal approval is granted.
 - The Contractor will need to follow the OA approval process as set out in the Contractors Code of Conduct.
 - In the event of a conflict of interest between the scrutiny architect also acting as design architect, the OA will act as scrutineer in the stead of the scrutiny architect.

2. DESIGN AND CONTROL PHILOSOPHY

- 2.1 The intention of these architectural guidelines is to create an aesthetically pleasing and cohesive framework for the estate development, without reducing creative freedom, due to excessive prescription.
- 2.2 Pearl Point is a site with extraordinary features. When working on such a site, the built form should defer to the profound and commanding landscape, through considerate design and sensitivity to the surrounding context.
- 2.3 Contextual reference in each design concept must ensure emphasis is placed on minimising the visual impact of the built form on the idyllic, natural landscape.
- 2.4 The architectural guidelines aim to produce a collective, enduring building language which is both minimal and timeless, while avoiding any single dwelling becoming a focus.
- 2.5 Views and privacy are of primary consequence in the overall development massing - no unit will be authorised to impede the view or privacy of any other unit on the estate.
- 2.6 Sustainability, energy efficiency and recycling in design, choice of material, system processes and equipment are non-negotiable.
- 2.7 The use of alternative and renewable energy sources being preferable at all times, even if at a cost premium, given the location of the site.

3. ARCHITECTURAL STYLE



Example of concept Villa

- 3.1. The architectural style consists of contemporary modern compositions using minimalist principles, with a preference for horizontal planes, rectilinear form, and clean, crisp lines.
- 3.2. Biophilic (creating a purposeful connection between people & nature) principles are strongly advised within the conceptual design. At a minimum these should include:
 - 3.2.1. Each design must respond to the topography and remain grounded in the landscape.
 - 3.2.2. Seamless visual interaction between the internal spaces, terraces and further into the natural environs.
 - 3.2.3. All primary roofs are to be planted, unless used as a terrace or balcony element.
 - 3.2.4. Plants are to be introduced as a natural building material to blur the edges of the built form.
 - 3.2.5. All planting is encouraged to be endemic but must be indigenous and water wise.
 - 3.2.6. All exotic planting is to be kept to within private courtyard spaces and must remain in pots.
- 3.3. Visual proportions of horizontal to vertical are to create continuity and the proportion of solid wall to glazing should be harmonious.
- 3.4. Glazing is to be for a functional purpose i.e. light or view, without hindering the privacy of neighbours or other members of the community or being a source of light pollution.
- 3.5. Features overlooking adjacent stands are to be avoided to conform to privacy parameters.
- 3.6. Screening is to be functional - either privacy or shading.
- 3.7. Dwellings limited to one unit per site.
- 3.8. Dwellings are to be located perpendicular / parallel to the street boundary.
- 3.9. All dwellings to comply with the BUILDING DEVELOPMENT PARAMETERS outlined below.
- 3.10. Organic shapes and angles less than 90 degrees are not acceptable.



Example of concept Villa 7



Example of concept Villa 3-6

4. BUILDING DEVELOPMENT PARAMETERS

4.1. Zoning: Conventional Residential Zoning

4.2. Coverage: 60 % (Erf 3072-3080, 3083-3089)
70% (Erf 3081-3082)

4.3. Height Restrictions: The grade line referred to means an imaginary line connecting the highest and the lowest natural levels of ground immediately contiguous to a building.

- Wall plate at 8m from gradient line.
- All other vertical elements 10m from gradient line.
- Erf 3086 + 3087 + 3088 are restricted to single story 10m from the Eastern boundary.
- Erf 3083 + 3084 are restricted to single story 15m from Eastern boundary.
- Erf 3081 + 3082 are restricted to single story.

4.4. Building lines: Refer to diagram BR1 – Page 12

1. ROOFS

The slope of the site creates conditions in which houses overlook each other. Planted roofs are introduced to avoid unsightly flat surfaces that will both interfere and detract from each stand's idyllic views.



Example of planted roofs

- 4.5. All primary roofs are to be flat concrete roofs planted with natural fynbos to retain a sense of the natural landscape. Please ensure waterproofing specification is adequate to conform to the planted requirement.
- 4.6. Skylights are permitted and encouraged.
- 4.7. Solar panels are to be placed in a row at the edge of the planted roof to ensure minimal visual impact.
- 4.8. Low pitch, sheeted mono pitch roofs behind parapets are not acceptable
- 4.9. Concealed rainwater disposal is to be engineered into the roof design by a competent person, with allowance for well-located, stainless-steel overflow pipes should there be any blockage due to lack of maintenance.
- 4.10. The positioning of all TV ariels, satellite dishes, solar panels etc. should be carefully considered and must be approved by the OA mandated architect, prior to installation. The view from surrounding stands/ street will take precedence over the roof equipment location.
 - Any costs incurred for removal of the equipment installed without prior approval, will be for the owner's / member's account.
 - The position of the roof equipment must be indicated on the submission pack (in both plan and elevation); however, the final approved location of this equipment will be through site inspection.

5. BOUNDARY WALLS

- 5.1. The boundary walls between villas are designed as low planted structures clad in an external finish as per finishing schedule. These planted elements serve as dividing structures without the unsightly image of high vertical walls and should comply with chapter 12.1 Swartland Planning By- law, unless prior approval of the Swartland Municipality and the OA has been obtained for any form of deviation.

6. EXTERNAL MATERIALS & FINISHES

6.1. External Villa walls:

- All walls are to be smooth plaster and paint (as per finishing schedule) or finely textured, low profile, decorative spray plaster to match approved colour.

- Cladding of feature elements with engineered stone or other approved material will be permitted.
 - No face-brick, semi face-brick or exposed concrete blocks are permitted.
 - All parapet edges to be treated to ensure that water run-off and staining is avoided.
- 6.2. **External Villa colours :**
- Light grey and white (as per finishing schedule)
- 6.3. **External retaining walls / landscaping walls:**
- Landscaping walls or retaining walls to be clad in an approved natural stone or plastered and painted with an approved colour.
 - No face-brick, semi-face brick or exposed concrete blocks are permitted.
- 6.4. **Cladding / Screening:**
- Vertical timber cladding is encouraged for screening and privacy (refer to the finishing schedule for approved colours)
- 6.5. **Windows + Shopfronts**
- All windows, sliding doors and shopfronts to be framed, powder coated aluminium in charcoal (as per finishing schedule)
 - Glass to be light grey in colour (as per finishing schedule) and in accordance with shading and thermal coefficients, as per modelling.
 - Performance glazing is to specified where required in strict accordance with SANS 10400-part XA (current version), as well as required overhangs etc.
 - No external burglar bars are to be installed. If security is required, internal clear vision acrylic systems or external infra-red beams are to be installed.
- 6.6. **Garage Doors:**
- All garage doors to be powder coated, aluminium, horizontally slat extrusion doors to match walls in light grey or white (as per finishing schedule)
 - All garage doors to be automated and manufactured by a premium garage door manufacturer, with an integrated battery backup.
 - Garage Doors visible from street are limited to two double doors.
 - Garages to be set back to allow for at least two visitors parking inside each erf boundary.
- 6.7. **Terraces, balconies and balustrades:**
- All external balustrading is to facilitate the seamless visual flow from internal spaces to the exterior, with a preference for glazed balustrade elements or thin steel posts painted to match wall or aluminium window frame colours.
- 6.8. **Hard landscaping:**
- Hard landscaping around the dwelling will be restricted to driveways, walkways to screened yards and terraces adjacent to living/ entertainment areas of the dwelling.
 - High level terraces will be roof structures to the accommodation below.
 - Maximum 25% of the stand area (outside of the dedicated coverage) will be allowed in hard landscaping, so as to promote the integration with the natural surroundings.
 - Cobbles, gravel and concrete pavers (as per finishing schedule) will be permitted
 - No concrete hardstands, mixed colour pavers, tar or red clay brick pavers will be acceptable.
- 6.9. **Lighting:**
- All internal and external lighting should be subtle, unobtrusive and sensitively designed, specified and located to minimise the harmful effects of light pollution, as external lights should -
 - Only be on when needed

- Only light the area required
- Only warm lamps/ bulbs to be used
- All upward directed light is prohibited
- All high-level windows (above 2 400mm. above finished floor level) are to be screened using actuated / automated blinds or shutters to avoid all light pollution.
- Security floodlights should be avoided, if possible. If used, in the case of absolute necessity, they are to be on occupancy or movement sensors and must not disturb other owners/ members.
- No coloured lights are permitted

6.10. **Sundry:**

- Drying yards are to be screened from neighbours and street view.
- Refuse bins are to be stored within a yard accessible from the street for refuse collection company / council to access directly.
 - The yard is to be fitted with a tap and a drain for washing bins and the yard.
 - The yard is to be visually screened from the street frontage.
 - Recycling of paper, plastic & glass will be required as a minimum.
- Gas cylinders are to be stored in accordance with national regulations.
- Rainwater storage tanks are to be visually screened from the street frontage.
- No carports or shade covers are permitted.
- Post/ courier packages will be delivered to a post box/ collection point in the security office, for collection by the owner/ member. No postal/ courier delivery to dwellings will be allowed.
- Swimming pools and the necessary pumps are to be adequately screened visually and acoustically in order to ensure best possible privacy for owner and neighbours.
 - All pools to be covered using a rigid safety cover, when not in use.
- Street numbering will be powder coated, aluminium numbers (as per finishing schedule), pin mounted to the boundary wall and subtly back lit for visibility.

7. **SERVICES & MECHANICAL EQUIPMENT**

7.1. **Equipment:**

- All extraction units, air-conditioner condenser units, heat pump units, plumbing systems and PVC water tanks etc. may not be visible from any public areas, streets or may not protrude above the roof line. This equipment should all be completely hidden by screening elements such as walls, screens, or suitable landscaping. Solar Panels should be placed in a straight line on the edge of a landscaped roof.
- All external equipment is to be protected and adequately weatherproofed.
- All external equipment is to be adequately acoustically insulated so as not to be a disturbance to neighbours
- No diesel/ petrol generators are permitted.
- Fire protection for lithium-ion batteries to be correctly specified.

7.2. **Water:**

- Storage tanks for rainwater harvesting are encouraged.
- Conservancy tanks (if required) to be installed in accordance with municipal regulations
- Grey water systems are encouraged where possible.
- Low water use, dual flush WC and urinal units are to be specified, as well as low water flow shower heads.
- All taps and mixers (including kitchen sink) are to be water saving, environmentally conscious design.
- All geysers to comply with National Building Regulations

7.3. Sustainable materials:

- The use of environmentally friendly materials such as HDPE pipes is encouraged.
- The use of PVC conduit and piping is to be limited, as far as possible.
- Ensure the use of high-quality insulation where required to facilitate thermally appropriate dwelling

7.4. Electrical power generation & provisions:

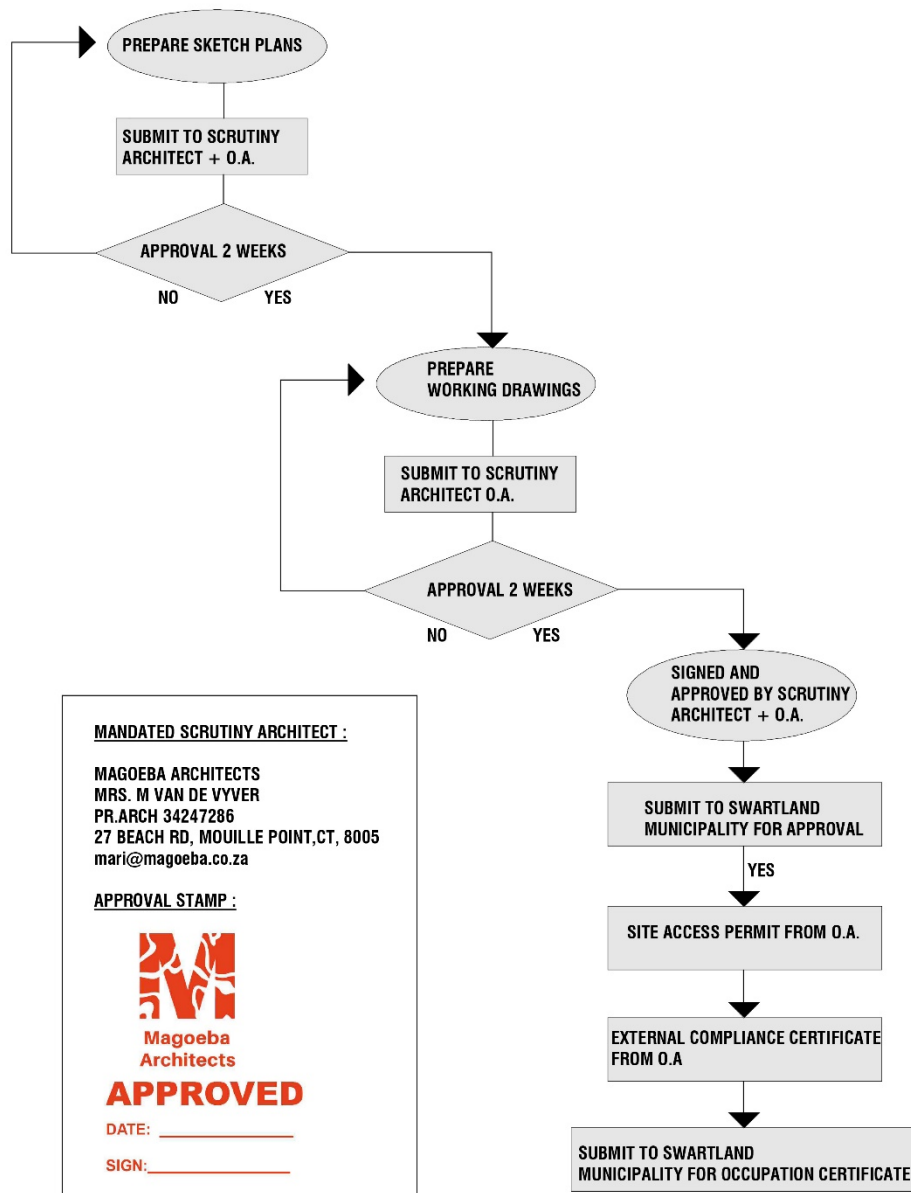
- The use of alternative means of energy generation is encouraged, such as solar PV panels to charge a battery storage unit.

8. OA APPROVAL PROCESS

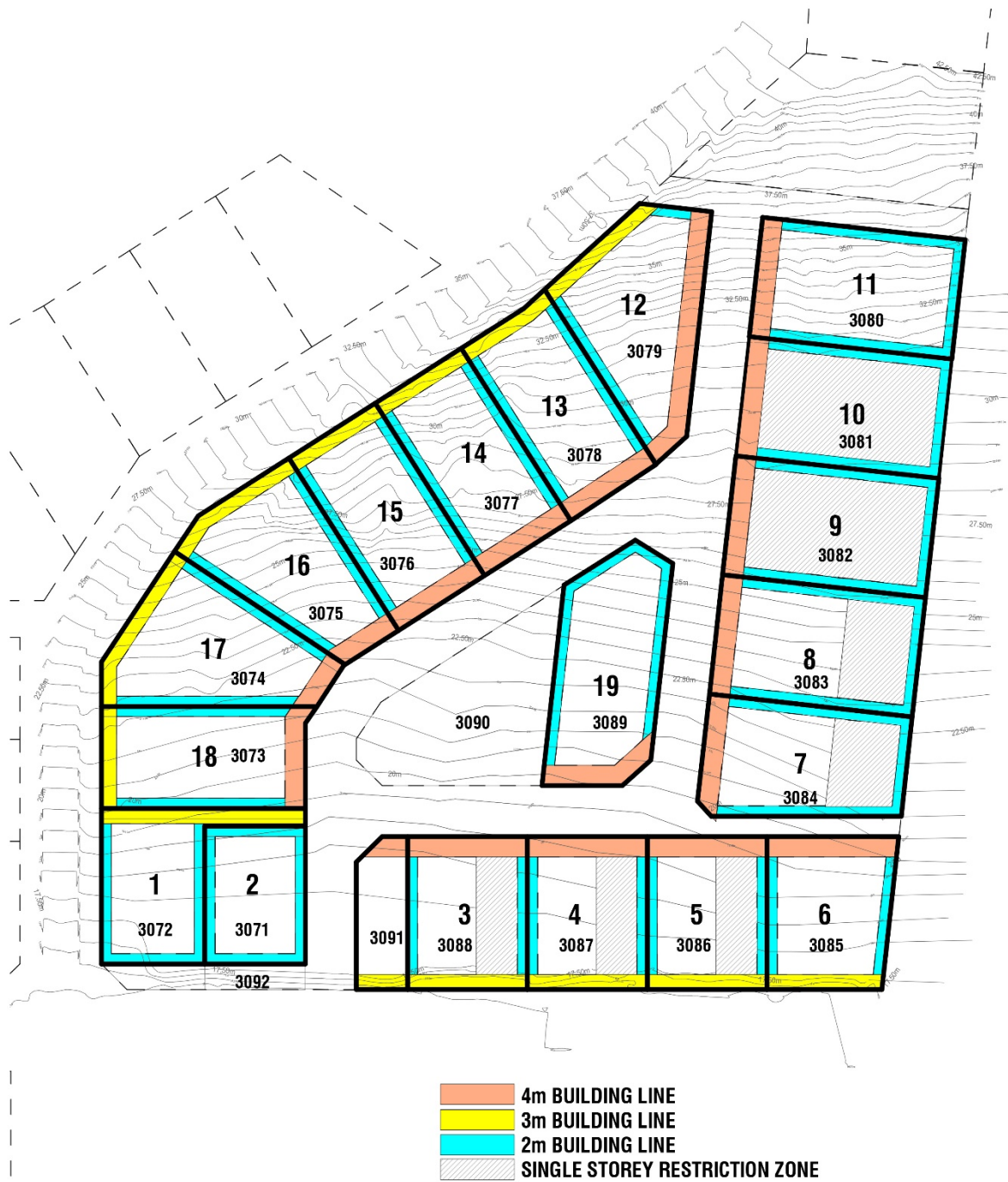
8.1. Submit Sketch plans to OA for approval.

8.2. After approval of Sketch plans submit full council drawings for approval

8.3. After approval of council drawings Submit to Council for approval



9. DIAGRAM BR1



PART II

Pearl Point Homeowners Association NPC

Estate Conduct Rules

(as provided for in article 7 of the Memorandum of Incorporation of the Company)

1. INTERPRETATION

Unless inconsistent with or otherwise required by the context hereof, the following words and expressions shall have the separate meanings hereby assigned to them:

- 1.1. "Company" - Pearl Point Homeowners Association NPC, Registration number: K2023738868.
- 1.2. "Communal Facilities" - all facilities within the Estate intended for the common use and/or benefit of all or a part of the residents of the Estate, including common immovable Property with all improvements thereon, further including, without restricting the generality thereof, any social facilities, any green areas, sidewalks and streets in the Estate, street lighting, the kerbs and storm water network situated outside the erven in the Estate (in as far as this does not belong to any local authority), parks, the perimeter wall / fence surrounding the Estate, the access gates, security gates and security system (if any).
- 1.3. "Company Owned Property" - the Communal Facilities, whether registered in the name of the Company or Developer and still to be transferred by the Developer to the Company and any Properties in the Estate that may be acquired, rezoned, and developed by the Company for use by the Company.
- 1.4. "Developer" - refers to Source People (Pty) Ltd, Registration number: 2011/009246/07, being the Developer of the Estate.
- 1.5. "Estate" – means the residential development in the Township, duly registered in the Deeds Office Western Province at Cape Town, commonly known as Pearl Point Estate.
- 1.6. "Member" - a person who is reflected in the membership register of the Company as a Member of the Company and/or who is a registered owner of a Property within the Estate; and "Members" shall bear a similar meaning.
- 1.7. "MOI" - refers to the Memorandum of Incorporation of the Company.
- 1.8. "Property" - any registered stand in the Estate; and "Properties" shall bear a similar meaning.
- 1.9. "Rules" - refers to this document, being the Estate Conduct Rules issued in terms of the provisions of article 7 of the MOI; that applies to the management of the Estate and the conduct of the Members, occupants, tenants and their clients, guests, employees, agents, contractors, and invitees (including short term rental occupants); and these Rules also includes binding architectural guidelines governing developments within the Estate.
- 1.10. "Township" — means the approved township of Pearl Point as developed, in accordance with the annexed layout plan on the remainder of Erf 1963 of the town Yzerfontein, situate in the Swartland Municipality, Administrative District of Malmesbury, Province Western Cape, and as depicted on General Plan L.G. no. 1321/2023.
- 1.11. "Transactional Documents" – refers to the bundle of documents comprising this presentation, being the Architectural Concept and Guidelines, the Estate Conduct Rules, the Contractors Code of Conduct, and the Memorandum of Incorporation.

2. INTRODUCTION

2.1. It is the intention of these Rules to ensure that:

- 2.1.1. all residents can enjoy a reasonable quality of life and not be subjected to noise/nuisance caused by a minority of residents;

2.1.2. reasonable standards of safety, security and health are maintained;

2.1.3. the value of the Properties is preserved.

2.2. The Company is a non-profit company, incorporated under the Companies Act.

2.3. The MOI contains provisions, which supplement these Rules.

2.4. For all purposes of the Transactional Documents, the words “Company” and “Homeowners Association” shall bear a similar meaning to the word “Owners Association” as referred to in the Swartland Planning By-law.

2.5. The Company has the right at any time to appoint a managing agent on behalf of the Company to administer the Estate in all or any aspects to give effect to the provisions of the MOI and of these Rules.

2.6. These Rules are binding on all Members as well as on the occupants of erven in the Estate who are not owners and thus not Members of the Company. In this regard the registered owners of Properties in the Estate are responsible, as Members, to ensure that occupants of their Properties who are not Members as well as the Members’ families, tenants, visitors, friends, employees, contractors, and invitees abide by these Rules.

2.7. The MOI authorises the Company to impose penalties on transgressors where any of these Rules or the provisions of the MOI have been broken or infringed upon.

2.8. The MOI provides for and all Members are obliged to comply, in addition to these Rules, with all Municipal Bylaws /Ordinances and Regulations applicable to residents of Yzerfontein and owners of Properties situated within the jurisdictional area of the Swartland Municipality. Any transgression of any Municipal Bylaws shall automatically be deemed to be a transgression of these Rules.

2.9. In the quest for a happy and harmonious community residents of the Estate are obliged to use and enjoy the Properties as well as the public areas and open spaces in accordance with their own rights, but as curtailed by the rights of other Members or occupants.

These Rules may be amended in accordance with the provisions of article 7 of the MOI.

2.10. Any notice to a Member in terms of these Rules may be given by electronic mail to such electronic mail address of the Member as listed in the data records of the Company.

2.11. The provisions contained in clause 1 and in this introduction are of an operative nature and are therefore binding provisions of these Rules.

2.12. The Company’s determination regarding any matter with regards to these Rules shall be final and binding.

3. CONDUCT RULES

3.1. Payment of Levies

3.1.1. The following provisions relating to the levies are extracted from the MOI; please refer to the MOI for all the levy related provisions:

3.1.1.1. All levies are due and payable in advance on the 1st day of each and every month by way of debit order.

3.1.1.2. Interest will be raised on all arrear amounts at a rate equal to the maximum mora interest rate as prescribed by the Prescribed Rate of Interest Act, Act 55 of 1975 (as amended). The obligation of a Member to pay interest shall be incurred automatically, without notice, from the date upon which the Member is in arrear with payment of a levy.

3.1.1.3. In addition to the interest the Member shall also be liable to pay a monthly late payment collection / administration fee determined to be an amount of R175.00 (Vat Included) or such higher amended amount as a general meeting of Members may from time to time determine.

3.1.1.4. In addition to the aforementioned levies a Member shall be liable for and pay all legal and other costs, including costs as between attorney and own client, collection commission, contingency fees, expenses and charges incurred by the Company in the recovering of arrear levies, or any other arrear amounts due and owing by such Member to the Company, or in enforcing compliance with the Estate Conduct Rules or the provisions of the MOI.

3.2. Streets – Sidewalks – Parking and Driving of Vehicles - Open Spaces

3.2.1. The streets of the Estate are intended for vehicular and pedestrian traffic by all occupants. Drivers of motor vehicles do not have a preferential right of use and are obliged to afford all other road users an equal use right.

3.2.2. Except for the speed limit throughout the Estate, which is restricted to 20km per hour, all Acts and Ordinances, National, Provincial or otherwise, governing traffic in general and the use of roads, shall strictly apply and remain in force.

3.2.3. Parents are obliged to ensure that their children do not play in the streets and they take responsibility for their children's safety. In spite of this provision drivers of motor vehicles are obliged to take special care while driving so as to allow for the possible presence of people in the streets.

3.2.4. Engine powered vehicles are not allowed to drive anywhere except in the streets of the Estate. Vehicles are not allowed in parks (if any), open spaces or on pavements.

3.2.5. Members may only park their motor vehicles on their Property and no Member or occupier shall park or stand any vehicle upon the common area outside of his/her allocated parking area or permit or allow any vehicle under the control of a visitor to be parked or stood upon outside of any visitors designated parking area on the common area, without the consent of the Company in writing. No parking is allowed on streets, sidewalks or garden verges.

3.2.6. Members and occupiers must ensure that their vehicles, and the vehicles of their visitors and guests, do not drip oil or brake fluid on the common areas or in any other way deface the common areas including the entrance to the Estate. Non-compliance shall be subject to the recovery of the costs of reinstating such damaged / defaced areas.

3.2.7. Members and occupiers shall not:

3.2.7.1. Drive their vehicles within the Estate in any manner that creates a nuisance or that may be considered dangerous or reckless in the judgment of the Company;

3.2.7.2. Allow any unlicensed person to drive any vehicle within the Estate;

- 3.2.7.3.** Be permitted to dismantle or affect major repairs to any vehicle on any portion of the common area, streets or in a Property;
 - 3.2.7.4.** Be allowed to reside or sleep in a vehicle, garage or on any part of the common area;
 - 3.2.7.5.** Be allowed to play music in excess of 7 decibels above the ambient sound from a stationary vehicle;
- 3.2.8.** The parking of vehicles within a Property or upon the common area is subject to the express condition that every vehicle is parked at the owner's risk and responsibility and no liability shall attach to the Company or its agents or any of their employees for any loss or damage of whatever nature which the Member, or any person claiming through or under him, may suffer in consequence of his or her vehicle having been parked as such.
- 3.2.9.** Any designated visitor's bays are solely for the short-term use of bona fide visitors. Any such visitors parking bays may not be used to park a Member's/tenant's second vehicle.
- 3.2.10.** Trucks, caravans, trailers, boats, or other heavy vehicles may not be parked on the common areas. (Refer to clause 3.3.4.)
- 3.2.11.** The Company may cause to be removed or towed away, or wheel clamped, at the risk and expense of the owner of the vehicle (including payment of a release penalty) any vehicle parked, and standing or abandoned on the Estate.
- 3.2.12.** The Company may at any time or times issue further directives regarding this rule which shall be complied with by all occupants of the Estate.
- 3.2.13.** A Member or occupier who is in breach or noncompliance with the provisions of this Rule, or any Directive issued in terms hereof, shall be subject to the imposition of a fine.

3.3. Maintenance and Streetscape

- 3.3.1.** Each Member shall be liable for:
- 3.3.1.1.** the structural and aesthetic maintenance of the dwelling unit on the Member's Property, which maintenance shall comply with the standards set by the Company from time to time;
 - 3.3.1.2.** the maintenance of the paved driveway area on the Property.
- 3.3.2.** Every Member is obliged to maintain, trim, and keep clean and tidy and manicure the area between the road kerb and the boundary of his Property. The Company may oblige the Member or tenant to improve the appearance of this area when deemed necessary, at the cost of the Member.
- 3.3.3.** Garden fences/boundary walls and outbuildings forming part of the streetscape shall be maintained, kept neat and clean and painted where necessary.
- 3.3.4.** Caravans, trailers, boats, equipment, tools, engine and vehicle parts, trucks, bikes, as well as accommodation for pets, or any other items of a similar nature are to be sited out of view and screened from neighbouring Properties.
- 3.3.5.** No garden sheds, Wendy houses, dog kennels, caravans, boats, trucks, bikes, trailers, or other items of a similar nature, are to be visible from the street and will also not be permitted in the side spaces.
- 3.3.6.** A Member or occupier of a Property shall not erect any awning, pergola, garage door, shade cloth structure, air-conditioning unit, aerial, TV aerial, Satellite dish, safety gate to their front door or burglar bars to their windows without first obtaining the written

consent of the Company. The Company may request that air-conditioning unit/s must be installed in a designated area, not visible to outsiders.

3.3.7. Building material may not be dumped on the sidewalks, streets, or other open spaces under any circumstances.

3.3.8. No trees or plants on sidewalks and no sidewalk lawn may be removed without the permission of the Company. Plants may not interfere with pedestrian traffic or obscure the vision of motorists.

3.3.9. Should a Member or occupant fail to comply with any of the above rules, the Company is entitled to carry out the necessary work (or have it done) and to claim payment of its expenditure from the Member together with interest at the rate provided for in the MOI.

3.4. Environmental Management and Refuse Removal

3.4.1. No rubble or refuse may be dumped or discarded in any public area, including the parks, streets, lakes, or vacant stands.

3.4.2. General refuse, garden refuse and refuse bags may not be placed on any pavement, except if it is removed within a maximum period of 8 hours.

3.4.3. A Member or occupier of a Property shall:

3.4.3.1. maintain in a hygienic and dry condition, a refuse receptacle within the Property boundary as authorized by the Company which receptacle may not be visible from the outside;

3.4.3.2. ensure that before refuse is placed in such receptacle it is securely wrapped, or in case of tins or other containers, completely drained and all such refuse must be placed in sealed plastic bags;

3.4.3.3. for the purpose of having the refuse collected by the municipality, place the receptacle in the refuse collection point before 07:30 on the assigned collection mornings;

3.4.3.4. once emptied by the municipality, return the receptacle to the Property before the same evening;

3.4.3.5. not dispose of any refuse that the municipality will not remove e.g. masonry, broken furniture, carpeting, paint drums/tins etc.

3.4.4. A particular appeal is made to residents to leave open spaces they visit in a cleaner condition than in which they were found. Residents are requested to develop the habit of picking up and disposing of any litter encountered in the open spaces and streets.

3.4.5. Flora may not be damaged or removed from any public area.

3.4.6. Fauna of any nature may not be chased or trapped in any public area, be it by people or by pets.

3.4.7. Residents are responsible for maintaining trees and watering and manicuring plants and shrubs planted on their pavements by either the Company or the Residents.

3.4.8. Residents are obliged to maintain their gardens in a neat, clean and manicured condition.

3.4.9. Residents must ensure that declared noxious flora are not planted and do not grow in their gardens.

3.4.10. Swimming pool water must be channeled into the storm water system and not into the streets.

3.4.11. Vacant stands must be kept clean to the satisfaction of the Company. Members are responsible to remove rubble dumped on their erven even if dumped by others, failing which the Company shall remove the rubble at the cost of the Member.

3.4.12. Should a Member or occupant fail to comply with any of the above rules, the Company shall be entitled to do (or have done by a contractor of the Company's election) the necessary work and to claim payment of its expenditure from the Member or occupant together with interest as provided for in the MOI.

3.4.13. Boreholes and water tanks:

3.4.13.1. No boreholes may be drilled in the Estate without the prior written consent of the Company having been obtained, and should the Company consent, then upon and subject to such terms and conditions as the Company in its sole discretion may determine.

3.4.13.2. Water tanks may not be visible from the street, unless as an approved and integral part of the house's design;

3.4.13.3. No tank stands are allowed;

3.4.13.4. The height of any water tank may not exceed 1.8m;

3.4.13.5. Only autumn coloured water tanks will be allowed;

3.4.13.6. Existing boreholes may be maintained.

3.4.13.7. This clause shall not apply to the Developer.

3.5. Indemnity

The residents' use of the Estate and the common areas are entirely at their own risk at all times. Every Member indemnifies the Company and/or Developer against any claim for damages incurred by virtue of damage to or loss of property or the personal injury of the Member occasioned while anywhere in the Estate. Every Member indemnifies the Company and/or Developer against any such claim made by the Member, his spouse, child, parent, servant, contractor, agent, guest, or invitee. A Member shall not be entitled to claim any damages of whatsoever nature or from whatsoever cause arising, from the Company and/or Developer.

3.6. Buildings and Architectural standards

3.6.1. Subject to the provisions of rule 3.6.3 below, the owner of an Erf is obliged to commence with the construction of his dwelling within 36 months of date of first registration of the Property whether in his name or that of a previous Member and complete the construction without lengthy interruptions and within 12 months of commencement. Failure to strictly comply with this rule will entitle the Company to impose the following penalties commencing on the date that the Member is in breach:

3.6.1.1. For the period ending 12 months after the transgression date, a 30% increase in the monthly levies payable by the Member to the Company; and

3.6.1.2. For the period from the beginning of the 13th month to the end of 24 months after the transgression date, a 100% increase in the monthly levies payable by the Member to the Company; and

3.6.1.3. For the period longer than 24 months after the transgression date, a 200% increase in the monthly levies payable by the Member to the Company.

3.6.2. If a Member remains in breach with the aforementioned provision for a period of longer than 36 months, calculated from the first transgression date, the company shall be

entitled to demand and to force the Member to dispose of the affected Property. Upon receipt of such a written demand, the Member shall immediately appoint an accredited estate agent to sell the Property at a market related price and shall be compelled to accept any offer at a market related price.

3.6.3. In the event of a Property, in respect of which the 36 month period as referred to in rule 3.6.1 above has lapsed or is about to lapse within 12 months, is sold, the new owner will be allowed a period of 12 (twelve) months from the date of registration of the Property into the name of such owner to commence with construction before the penalty provisions contained in rules 3.6.1 and 3.6.2 shall find application.

3.6.4. All building plans shall comply with the ARCHITECTURAL GUIDELINES prepared by the Developer and applicable to the Estate and must be approved by the Architect of the Company referred to in the ARCHITECTURAL GUIDELINES and the Owners Association in order to assure such compliance. This applies also to any additions and alterations to existing structures. The Architectural Guidelines herewith attached marked "**PART I, ARCHITECTURAL GUIDELINES**" forms part of these Rules by incorporation.

3.6.5. Only building contractors who are duly approved by and registered with the National Home Builders Registration Council (NHBC) may be employed to do or may undertake any construction works, of whatever nature or extent, within the Estate.

3.6.6. Any and all improvements constructed or made to Properties within the Estate must be done and constructed strictly in accordance with the building plans as approved by the Company in terms of these Rules and in accordance with the NATIONAL BUILDING REGULATIONS as issued (and as from time to time amended and/or replaced) in terms of the NATIONAL BUILDING REGULATIONS AND BUILDING STANDARDS ACT 103 OF 1977 and/or in accordance with any other applicable legislation.

3.6.7. A Member shall furthermore be liable to ensure that any building contractor, who undertakes construction work on behalf of such Member, adheres to and obeys the CONTRACTOR'S CODE OF CONDUCT, which forms part of these Rules and adheres to and obeys any other Estate rule(s).

3.6.8. Under no circumstances whatsoever may any building and/or other structure be occupied before:

3.6.8.1. a final occupational certificate is issued by the local authority and a copy thereof has been submitted to the Company; **AND**

3.6.8.2. a written permission to occupy has been issued by the Company, such permission only to be issued once a Member has complied with all rules and guidelines of the Company and any conditions imposed by the Company.

3.7. Good neighbourliness and use of erven

3.7.1. Except as otherwise provided herein or consented to by the Company in the Company's sole discretion:

3.7.1.1. a Member or occupier shall not use or permit his house to be used for any other purpose than residential;

3.7.1.2. only 2 occupants per bedroom will be allowed;

3.7.1.3. the motor garage shall be used solely for the garaging of motor vehicles;

3.7.1.4. parking bays shall be used solely for parking of motor vehicles;

3.7.1.5. no parking is permitted in the street.

- 3.7.2.** No Member, lessee or occupier may permit anything to be done in his house, common area or anywhere on the Estate, which constitutes a nuisance or an unreasonable invasion of the privacy of the other occupiers of the Estate, or permit or cause any disturbance or allow his or her children or visitors to cause any disturbance which in the opinion of the Company would constitute a nuisance or an invasion of the right of privacy of other occupiers. No activity or hobby which causes aggravation or nuisance to fellow occupants and neighbors may be conducted, including but not limited to auctions and jumble sales.
- 3.7.3.** No business (other than home occupation as a consent use) may be conducted from home without the written consent of the Company and special permission from the Swartland Municipality. All Members/occupants wishing to conduct home occupation businesses from home have to apply to the Company in writing. Such home occupation must adhere to the criteria and conditions as specified by the Company and local Swartland municipal by-laws and regulations.
- 3.7.4.** The volume of music or electronic instruments or other sources of noise (including noise from people, motor vehicles, motorcycles, exhaust silencers, hooting, and excessive motor vehicle idling and revving, and Members, or occupiers, or their visitors talking, stamping, and laughing, partying and the activities of domestic workers) should be restricted to an acceptable level or should take place in such a manner as not to be heard on adjoining Properties. If heard, it may not cause aggravation and/or a nuisance to the neighbors.
- 3.7.5.** All Members and occupiers shall maintain quietness between 22h00 and 08h30 (weekdays) and between 23h00 and 08h30 (Fridays, Saturdays and Sundays).
- 3.7.6.** At all times other than as referred to in 3.7.5, all television, radio, and other appliances emitting sound, including musical instruments, should be kept at audio levels which are within 7 decibels of the ambient sound.
- 3.7.7.** The horns of motor vehicles may not be sounded at any time on the Estate, except as a warning of imminent danger in the case of an emergency.
- 3.7.8.** No explosives, crackers, or fireworks of any description may be used at any time and anywhere within the Estate, including for religious festivals.
- 3.7.9.** No firearms may be discharged in a house or any part of the Estate, except under such circumstances that would reasonably justify the use of a firearm for self-defense and related purposes.
- 3.7.10.** Only compressed briquettes may be used in combination with firelighters in order to limit smoke disturbance to other houses.
- 3.7.11.** All braai fires must be extinguished by 10pm. (11pm on Fridays and Saturdays)
- 3.7.12.** The use of power saws, lawn mowers, and power tools should only be undertaken between the following hours on Mondays to Saturdays: 07h30 and 18h00 and on Sundays only between 08h30 and 18h00 but not between 12h00 & 16h00.
- 3.7.13.** Washing may only be hung on lines screened from the street and from neighbouring Properties.
- 3.7.14.** Advertisements or publicity material may not be exhibited or distributed unless the prior written consent of the Company has been obtained.
- 3.7.15.** Members must ensure that domestic workers and other employees do not loiter on the estate and specifically at any prominent places such as gates, road circles and the like.
- 3.7.16.** No Property, (or other residential unit), may be used as a commune, without the prior written approval of the Company having been obtained. For purposes hereof

"commune" means a group (of whatever number) of families or individuals living together and sharing facilities and/or possessions and/or responsibilities. A commune shall not include or be applicable to two persons living together in a life partnership or in terms of a co-habitation agreement, or to parents residing with a child.

3.7.17. In the event of annoyances or complaints, the parties involved should attempt as far as possible to settle the matter between themselves, exercising due tolerance, reasonableness, and consideration.

3.7.18. Where a dispute cannot be resolved and in particular a dispute between neighbours, the following procedure shall apply:

3.7.18.1. Written submissions will be made by the parties involved in the dispute to the Company;

3.7.18.2. The Company may, in their sole discretion, decide as to whether the Company or the Chairman of the Company will arbitrate on the matter or not;

3.7.18.3. In the event that the Company are of the view that they are prepared to arbitrate on the matter, the decision of the Company shall be final and binding in respect of the resolution of the dispute;

3.7.18.4. In the event that the Company are of view that they are not prepared to arbitrate in the matter, the Company may either:

3.7.18.4.1. inform the parties involved that the Company are not prepared to arbitrate in the matter and the parties will have to resolve the dispute themselves and/or by legal action and/or arbitration or

3.7.18.4.2. the Company may refer the matter to an independent arbitrator, at the Company's discretion in which event the arbitrator's fees shall be paid in advance in equal shares by the parties to the dispute and in this regard, the arbitrator's decision shall be final and binding on the parties and the arbitrator shall be entitled to make an award as regards to costs.

3.8. Security

3.8.1. The right of admission to Pearl Point Estate is strictly reserved under all circumstances.

3.8.2. It will be a breach of these Rules to abuse or be derogative to security personnel under any circumstances.

3.8.3. Security rules and protocol at the entrance and elsewhere in the Estate shall be adhered to at all times.

3.8.4. Any ID card system, thumbprint system or other security system to be introduced by the Company for permanent workers, temporary workers and contractor representatives must be conscientiously enforced by every Member with respect to people in his/her employ or contracted to him.

3.8.5. Each employee will be issued with an identification card displaying relevant information as determined from time to time which must be visibly worn at all times. The cost of these identification cards will be for the account of the contractor, builder, or Member.

3.8.6. Contractor's vehicles must be registered on a monthly basis with the Company and must display such a disc on the windscreen. The cost of the registration disc will be for the account of the contractor, builder, or Member.

3.8.7. The identification cards for the employees and registration disc for the vehicles referred to above are renewable on a monthly basis.

- 3.8.8.** Contractor's / builder's employees may not walk from the entrance of the Estate to their building sites.
- 3.8.9.** Under no circumstances are employees of contractors / builders allowed to leave the site on which they have been registered as their place of work to loiter or walk about the Estate.
- 3.8.10.** Contractors, builders, and Members must meet their suppliers' vehicles at the entrance of the Estate and escort such vehicle to their building site. Once such vehicle has completed its delivery the contractor, builder or Member shall again escort such vehicle to the exit gate.
- 3.8.11.** Members are obliged to request visitors to adhere to security protocol and Members are requested to treat the security personnel in a co-operative and courteous manner.
- 3.8.12.** Members are obliged to ensure that contractors in their employ adhere specifically to the security stipulations of the Contractors Code of Conduct referred to and as more fully set out in the attached document marked "CONTRACTORS CODE OF CONDUCT" which is regarded as incorporated in and forms part of these Rules.
- 3.8.13.** Under no circumstances are the Members/tenants allowed to hand their remote access device or duplicate thereof to their staff for their exclusive use.
- 3.8.14.** Residents who employ domestic workers must report their full names, addresses and ID numbers to the Company in writing. This is to assist exercising control over trespassers upon the Estate.
- 3.8.15.** All attempts at burglary or instances of fence jumping must be reported to a Member of the security staff and the Security Sub-committee of the Company.
- 3.8.16.** As successful security depends on attitude, Members should be aware that they need to enforce and apply security to ensure its success and hence Members are encouraged to question suspects not displaying formal ID cards.
- 3.8.17.** It is suggested that Members install a home security system as soon as possible after taking occupation of their homes, and link the system to the response company appointed by the Company (if any).
- 3.8.18.** Burglar alarm systems acquired for residences are required to be compatible with the electronics of the estate security system (if any).
- 3.8.19.** The Estate will be manned 24 hours a day by such security personnel as the Company may determine and Members if issued with security stickers, should attach the stickers to motor vehicle windscreens.
- 3.8.20.** The security center/s at the gatehouse/s should be advised in advance of the pending arrival of visitors where possible. In particular vehicle registration numbers should be provided by the relevant Member expecting the visit.
- 3.8.21.** Members on the perimeter wall are responsible for keeping any overgrowth clear of the electrified fence (if any).
- 3.8.22.** Members and/or their tenants are not permitted to issue instructions to Security Personnel.

3.9. Sub-Division and Consolidation

- 3.9.1.** No sub-division of any of the residential erven shall be allowed.
- 3.9.2.** Nothing prohibits a Member to consolidate erven provided that:

- 3.9.2.1.** such consolidation shall not result in a rezoning of the erven;
- 3.9.2.2.** the consolidated portion may not transgress any specific rules stipulated by the Swartland Planning By-law; and more specifically may not exceed a 40% coverage;
- 3.9.2.3.** the number of dwellings on the consolidated erf may not be more than the number of dwellings allowed on the original erven;
- 3.9.2.4.** no subdivision of the consolidated erf may be undertaken; and
- 3.9.2.5.** the Company reserves the right to determine the levies payable by the Member of such consolidated erf as if the components of the consolidated erf are still separate erven as originally described of the General Plan of the Estate.

3.10. Notices

Any written notice addressed to a Member or occupant at the Property occupied or owned will be deemed to have been received and its contents to have come to the addressee's notice if it is (at the volition of the Company) either delivered at the Property to any person seemingly in occupation of the Property and seemingly fourteen years of age or older or if it is attached to or slotted under what appears to be the main entrance door to the premises or if it is transmitted by electronic mail to any electronic mail address of which the Member may have advised the Company in writing.

3.11. Pets

- 3.11.1.** The local authority bylaws and sectional title rules relating to pets will be strictly enforced.
- 3.11.2.** Without the written approval of the Company no person may keep more than two pets on a Property. The Company may withdraw such approval in the event of any breach of these Rules. No large breed dogs will be allowed.
- 3.11.3.** Cats and dogs are to be sterilized and a veterinary certificate to this effect must be available for scrutiny by the Company upon request.
- 3.11.4.** No poultry, pigeons, aviaries, reptiles, wild animals, or livestock may be kept on the estate.
- 3.11.5.** Pets are not allowed to roam the streets.
- 3.11.6.** Pets must be walked on a leash in public areas.
- 3.11.7.** Should any excrement be deposited in a street or other public area, the Member who is the owner of the pet shall immediately remove it.
- 3.11.8.** Every pet must wear a collar with a tag indicating the name, telephone number, address of its Member. Stray pets without identification tags will be apprehended and handed to the Municipal Pound or SPCA.
- 3.11.9.** The Company reserves the right to have a pet removed should it become a nuisance within the Estate for any reason, including incessant barking. The Company has an absolute discretion in this regard but will not exercise the said right without first having directed a written notice to the Member furnishing details of the complaint and the complainant and affording the Member a reasonable opportunity to eliminate the cause of the complaint.

3.12. Boundary Wall/s / Fence

3.12.1. The Developer and/or the Company is/are entitled at all times to enter upon the relevant erven in the Estate bordering the boundaries of the Estate on which security wall and/or fences is/are erected in order to maintain and/or replace such wall, and/or fence or to inspect it.

3.12.2. The Members of erven bordering the boundaries of the Estate must take cognizance of the fact that perimeter walls are built inside of the outer boundary of the Estate and may accordingly intrude onto their erven.

3.13. Functions

3.13.1. General rules applicable to functions:

3.13.1.1. No open fires, other than in designated barbecues or fireplaces and strictly not in the front yard or on pavements, will be allowed.

3.13.1.2. All function activities will be restricted to the specified address.

3.13.1.3. No parking in the streets will be allowed.

3.13.1.4. No Sound Systems, Megaphones or Microphones will be allowed.

3.13.1.5. The Property and privacy of all other Members and residents of the Estate should be respected. Full responsibility will be taken by the Member for any damages, or trespassing.

3.14. Signs and Displays

3.14.1. Show houses are permitted on a Saturday or Sunday subject to the following conditions.

3.14.1.1. Signage is allowed on show days to clearly mark the showhouse.

3.14.1.2. The signage of the show house may be set up from Saturday 12:00.

3.14.1.3. The signage of the showhouse must be removed immediately after the show period and no later than 18:00 on the same day.

3.14.1.4. The Company reserves the right to remove any signage that does not conform to these Rules.

3.14.2. No Member or occupier of a house, used for residential purposes, shall place any sign, notice, flag, billboard, or advertisement of any kind whatsoever on any part of the common area or of a house, so as to be visible from outside the house, without the written consent of the Developer and Company first having been obtained.

3.14.3. The Company may remove such sign, notice, flag, billboard, or advertisement in the event of no written permission having been obtained. Such removal and any repair of common property which may be reasonably required, will be effected at the risk and cost of the Member and such Member and/or occupier shall have no claim against the Company as a result of its functions performed in terms of this provision.

3.14.4. Littering

3.14.4.1. A Member or occupier of a house shall not deposit, throw, or permit or allow to be deposited or thrown on the common area any rubbish, including dirt, cigarette butts food scraps or any other litter whatsoever.

3.14.4.2. In particular, a Member or occupier of a house may not throw any material or object out of windows or over passage walls.

3.14.4.3. Rubbish or similar should not be dropped or left on the common area or disposed of down the storm water drains.

3.14.5. Laundry

A Member or occupier of a house shall not, without the consent in writing of the Company, erect his or her own washing lines, nor hang any washing or laundry or any other items in windows or on any part of the building or the common area so as to be visible from outside the buildings or from any other house.

3.14.6. Storage of Inflammable Material and Other Dangerous Acts

A Member or occupier shall not store any materials or do or permit or allow to be done any other dangerous act in the building or on the common area which will or may increase the rate of the premium payable by the Company on any insurance policy.

3.14.7. Letting of Units

All tenants of units and other persons granted right of occupancy by any Member relevant unit are obliged to comply with these conduct rules, notwithstanding any provision to the contrary contained in any lease or any grant of rights of occupancy.

3.14.8. Eradication of Pests

3.14.8.1. A Member shall keep his house free of white ants, borer and other wood destroying insects and to this end shall permit the Company, the managing agent, and their duly authorized agents or employees, to enter upon his house from time to time for the purpose of inspecting the house and taking such action as may be reasonably necessary to eradicate any such pests.

3.14.8.2. The cost of the inspection eradicating any such pests as may be found within the house replacement of any woodwork or other material forming part of such house, which may be damaged by any such pests, shall be borne by the Member of the house concerned.

3.14.9. Children Play

3.14.10. A Member or occupier of a Property shall ensure that any bicycle, tricycle, scooter, skateboard, roller skate or any other devices under their control are used responsibly on the common area within the Estate and the use thereof, in the Company discretion, shall not be detrimental to the health or lives of or be a nuisance to other Members or occupiers.

3.14.11. Use of Houses, Common Area, and Related Matters

3.14.11.1. Except for sales in execution, no auction, or similar sales or exhibitions, shall be held on the common area or in a house, nor may a residential house be used for any professional, commercial' or industrial purpose whatsoever.

3.14.11.2. A Member, lessee or occupier will be responsible for adequate supervision of his or her children, or children of their visitors, and shall foresee that no nuisance is caused or common property damaged.

3.14.11.3. No 'quadbikes', carts, scooters or motorbikes may be used on the Estate for recreational purposes.

3.14.11.4. The throwing of stones or other solid objects on the common area of the Estate is prohibited.

- 3.14.11.5.** In the event of damage of whatsoever nature being caused to the common area, by a Member, lessee, or occupier or any of their visitors, contractors or employees, the Member will be responsible for the costs of such repair.
- 3.14.11.6.** All persons on the common property or using any of its facilities or services are there and do so entirely at their own risk, and no person shall have any claim against the Developer or the Company of whatsoever nature arising from such use, nor for anything which may befall any person during the course of such use, whether caused by human or animal agency, natural phenomena or otherwise. The Developer nor the Company shall not be liable for any injury, loss or damage of any description that any person may sustain, physically or to his or her property directly or indirectly, in or about the Estate, its amenities or in the individual houses nor for any act done or for any neglect on the part of the Developer or the Company or any of their employees, agents or contractors.
- 3.14.11.7.** The Developer nor the Company or its agent's representatives or domestic employees shall not be liable or responsible for the receipt or non-receipt and delivery or non-delivery of goods, postal matter, or any other property.
- 3.14.11.8.** The transportation or moving of any furniture or heavy or bulky goods is the responsibility of the Member, occupier or lessee and the repairing of any damage to any house or part of the common property as a result of such activity shall be that of the Member concerned (who will be responsible for his lessee or occupier).
- 3.14.12.** Only indigenous trees approved by the Company are allowed to be planted.
- 4.** Should any dispute, disagreement or claim arise (herein after called "the dispute") concerning these Rules or the MOI, any party to the dispute may refer the dispute to arbitration (if arbitrable in law) in accordance with the provisions hereof by an arbitrator agreed upon by the parties to the dispute and, failing agreement, nominated by the then Chairman (or his nominee) of the Cape Bar Association (its successors in title) at the request of any of the parties to the dispute; provided that the arbitrator (either agreed or nominated) shall be a practising attorney or advocate of at least 15 (fifteen) years standing; provided further that, should an arbitrator fail to be appointed in terms of the afore going provisions, then the provisions of the Arbitration Act, 1965, of the RSA or any statutory modification or re-enactment thereof, shall apply in that regard.
 - 4.1.** The arbitrator shall be entitled:
 - 4.1.1.** to have regard to written and/or oral representations made to him by the parties to the dispute and/or their respective representatives; provided that their representations are made within the time limits and in accordance with the procedures as the arbitrator may, in the arbitrator's discretion, prescribe; further provided that the arbitrator may also prescribe the formalities and/or procedures to be followed in the arbitration proceedings, which may be held in an informal and summary manner, on the basis that it shall not be necessary to comply with the normal formalities or procedures relating to pleadings and/or discovery or the strict rules of the law of evidence and the parties to the dispute undertake to make available to the arbitrator such information relating to the dispute as the arbitrator may require in order to make a determination;
 - 4.1.2.** to investigate or to have investigated any matter, fact or thing that the arbitrator deems necessary or important relating to the dispute and for that purpose the arbitrator shall have the widest powers regarding investigation of all books, records, documents and other things in the possession of any of the parties to the dispute or any entity under the control of any of the parties to the dispute and the right to take extracts there from and/or copies and the right to have them produced and/or delivered at any place reasonably required by the arbitrator for the aforesaid purposes and/or to require the parties to the dispute (or any of them) to make discovery under oath;
 - 4.1.3.** to interview and question under oath any of the parties to the dispute, including the right to cross-examine such parties to the dispute, summon witnesses and record evidence;

- 4.1.4.** to make such an award, including an award for specific performance, an interdict, damages, account of profits, a penalty or otherwise, as he in his discretion may deem fit; to deal with the question of costs, inclusive if applicable, costs on the attorney and client scale as well as the own fees and disbursements of the arbitrator;
- 4.1.5.** should the nature of the dispute or any aspect thereof so require, to co-opt any person/s suitably qualified in the opinion of the arbitrator to assist the arbitrator in the arbitrator's determination of the award;
- 4.1.6.** to exercise any additional powers, which may be exercised by an arbitrator in terms of the Arbitration Act, No. 42 of 1965, as amended.
- 4.2.** Any award made in accordance with the above shall be final and binding, be given effect to and may be made an order of any court whose jurisdiction the Parties are subject to.
- 4.3.** The provisions of this arbitration clause:
- 4.3.1.** shall not preclude a party to the dispute from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the determination of the arbitrator;
- 4.3.2.** constitute an irrevocable consent by the parties to the dispute to any proceedings in terms hereof and none of the parties to the dispute shall be entitled to withdraw from the provisions of this clause or claim at any such proceedings that it is not bound by this clause or such proceedings;
- 4.3.3.** shall remain in full force and effect and survive the termination by any reason of a Members relationship as such with the Company in respect of any dispute the cause whereof arose prior to such termination.
- 4.4.** This clause is severable from the rest of the provisions of these Rules and shall accordingly remain in full force and effect and survive the termination by any reason of these Rules.

PART III

Contractors Code of Conduct

1. Introduction

The main purpose of the following rules is to ensure that all building activity in the Estates occurs with the least possible disruption to residents. Members are obliged to ensure that building and other contractors in their employ sign the Contractor's Code of Conduct prepared by the Company and strictly adhere to the stipulations thereof. The Company may delete or amend any of these conditions and/or include further conditions at its sole discretion.

2. Legal Status

The conditions governing building activities which are set out in this clause are rules adopted by the Company and are therefore binding on all Members and other occupants and, through them, on their contractors and sub-contractors and other parties who are on the estate at their invitation. All Members are obliged to ensure that their building contractors and sub-contractors and other invitees are aware of these conditions and comply strictly with them. Members are therefore obliged to include these conditions in their entirety in any building contracts concluded in respect of Property in the estate (and to procure their inclusion in any sub-contract) and all such contracts may be required to be submitted to the Company for prior approval. The Company has the right to suspend any building activity in contravention of any of these provisions and/or to fine a Member and/or contractor, and the Company accepts no liability whatsoever for any loss sustained by a Member as a result thereof. The Company accepts no responsibility or liability for any loss of life, damage or loss of materials or equipment during building operations.

3. General Conditions

3.1. Contractor activity including delivery of supplies is only allowed during the following hours:

3.1.1. 06h30 to 17h30 on normal weekdays and 06h30 to 13h00 on Saturdays. These times are called "public time".

3.2. **NOTE:** No contractor activity is permitted on Sundays and public holidays, as these days are viewed as private time. Special applications for contractor activity during Private time must be lodged with the Company, together with a written approval of all immediate surrounding neighbours, one week prior to the required private time activity.

3.3. All the contractor's workers and/or the contractor's sub-contractor workers must enter / exit the estate in an approved vehicle and be in possession of an approved access card before entering the Estate. The contractor/Member shall be liable for the cost of issuing of the access cards. No contractor's workers will be allowed to enter/ exit the estate on foot or be allowed on foot anywhere outside the construction stand. A R1 000.00 penalty levy will be levied by the Company from the contractor or alternatively from the Member (at the choice of the Company) for any transgressions of this arrangement. No exceptions will be allowed, which penalty amount may from time to time be increased at a general meeting of Members.

3.4. No building activity shall commence on the designated site unless a screened ablution facility connected to the sewerage system is erected or an alternative facility approved by the Company is erected. The contractor shall provide facilities for rubbish disposal and ensure that the workers use the facility provided and that the rubbish is removed weekly and not burnt on site.

3.5. The site is to be kept as free as possible of building rubble.

3.6. Where materials are off-loaded by a supplier on or partly encroaching onto the pavement or roadway, the materials must be moved onto the site by the contractor the same day. No material must be allowed to remain on the roadway or pavement and it is the contractor's and Member's responsibility to clear the roadway of all such materials the same day. The same applies to sand or rubble washed or moved onto the road during building operations.

- 3.7. DELIVERIES FROM SUPPLIERS MUST BE SCHEDULED IN PUBLIC TIMES ONLY. NO DELIVERY VEHICLES MAY EXCEED A WEIGHT OF 5 TONS PER AXLE AND NO TURNING OF HEAVY VEHICLES ON PAVEMENT WILL BE ALLOWED. ONLY 8 TON SINGLE AXLE VEHICLES OR SMALLER WILL BE ALLOWED FOR DELIVERIES. A MAXIMUM OF 4 M³ PER LOAD WILL BE ALLOWED PER DELIVERY FOR PREMIXED CONCRETE.**
- 3.8. Building boards may only be erected if they comply with the Company/s standards, details of which are available from the Company. Such boards are not to be erected on the pavement landscaping. No sub-contractor's boards are allowed. All boards must be removed upon completion of construction.
- 3.9. The Member and the contractor shall be responsible for damage to kerbs and/or plants on the sidewalks and/or damage to private or estate Property.
- 3.10. Machine supports (for example concrete pumps, cranes etc.) are allowed on the paved roads. However concrete trucks are limited to 4 cub m. Height restrictions at the entrance complex should be monitored by the responsible sub- contractors.
- 3.11. Should a contractor breach or allow the breach of any provision of these Rules by his employees, workers, a sub-contractor or its workers, the Company may itself rectify the breach as deemed necessary and claim any expense from the contractor and/or suspend building activity until such breach is remedied and in addition impose an appropriate fine. It may do so at any time and without notice and without recourse from the Member and/or contractor and/or sub-contractor.
- 3.12. The contractor and Member undertake to comply with the above provisions in addition to any further provisions which may be promulgated by the Company from time to time in the form of a written notification and to ensure compliance by any sub-contractor employed by the contractor and by all employees and/or other workers.
- 3.13. Any contractor who fails to comply with these Rules may be prohibited from entering the Estate and neither the Member nor contractor will have any claim against the Company of whatsoever nature as a result thereof.
- 3.14. Under no circumstances may a contractor employ employees who are not in possession of a legitimate South African Identity Document.
- 3.15. Contractors and/or employees who are not in possession of the aforementioned document will not be allowed access onto the Estate.
- 3.16. Good workmanship needs to be maintained by contractors and it will be in the sole discretion of the Company to reject bad workmanship (e.g. non level chimneys) The cost for repairing bad workmanship will be for the Member.
- 3.17. All deliveries from suppliers must be accompanied by an official delivery note with the contractor's name and stand number clearly indicated on the delivery note.
- 3.18. No contractor's vehicles will be allowed to park on the pavement or in the road.
- 3.19. The contractor is only allowed to have one person on site after hours, who must be registered with the Company as a watchman on behalf of the contractor. This representative will under no circumstances be allowed to exit the site. No other workers will be allowed to sleep overnight on the site.
- 3.20. All contractors must submit their NHBRC Enrolment Certificate prior to commencing construction.
- 3.21. The OA's representative will issue a site access permit to the contractor. This to ensure that the following items, but not limited to, are adhered to, prior to site establishment.

- 3.21.1. Signed Contractors Code of Conduct ,
- 3.21.2. Land surveyor certificate for boundary pegs,
- 3.21.3. OA's levy clearance certificate ,
- 3.21.4. Approved building plans.

PART IV

MEMORANDUM OF INCORPORATION of PEARL POINT HOMEOWNERS' ASSOCIATION NPC Registration number: K2023738868

1. Definitions and Interpretation

In this MOI —

1.1. Unless inconsistent with or otherwise required by the context hereof, the following words and expressions shall have the separate meanings hereby assigned to them:

- 1.1.1. "Act" – means the Companies Act, 71 of 2008 (as amended).
- 1.1.2. "Board" – means the board of directors of the Company, as it may be constituted from time to time.
- 1.1.3. "Company" – means Pearl Point Homeowners Association NPC, Registration number: K2023738868.
- 1.1.4. "Communal Facilities" - means all facilities within the Estate intended for the common use and/or benefit of all or a part of the residents of the Estate, including common immovable Property with all improvements thereon, further including, without restricting the generality thereof, all social facilities, any green areas, sidewalks and streets in the Estate, street lighting, the kerbs and storm water network situated outside the Properties (in as far as this does not belong to any local authority).
- 1.1.5. "Company Owned Property" – refers to the Communal Facilities whether registered in the name of the Company or Developer and still to be transferred by the Developer to the Company and any Properties that may be acquired, rezoned, and developed by the Company for use by the Company.
- 1.1.6. "Developer" - refers to Source People (Pty) Ltd, Registration number: 2011/009246/07, being the Developer of the Estate.
- 1.1.7. "Estate" – means the residential development in the Township, duly registered in the Deeds Office Western Province at Cape Town, commonly known as Pearl Point Estate.
- 1.1.8. "Estate Conduct Rules" – means the rules, the first version of which was drafted by the Developer, and as may from time to time be amended by the Members as set out in article 7 of this MOI and that apply to the management of the Estate and the conduct of the Members, occupants, tenants and their clients, guests, employees, agents, contractors and invitees and which Estate Conduct Rules shall also include binding architectural guidelines governing developments within the Estate.
- 1.1.9. "Governance Rules" — rules as envisaged in section 15(3) for the governance of the Company, made and amended from time to time by the directors as set out in article 8 of this MOI.
- 1.1.10. "Homeowners Association" – means the Homeowners Association of the Estate, constituted in accordance with this MOI and shall likewise refer to and bear the meaning of "Owners Association" as defined in the Swartland Planning By-law.
- 1.1.11. "Member" – means a person who is reflected in the membership register of the Company as a member of the Company and/or who is a registered owner of a Property within the Estate; and "Members" shall bear a similar meaning.
- 1.1.12. "MOI" or "Memorandum" - refers to this Memorandum of Incorporation as it may be amended from time to time.

- 1.1.13. "Property" – means any registered stand in the Estate; and "Properties" shall bear a similar meaning.
- 1.1.14. "Township" — means the township of Pearl Point Estate as to be developed on Erf 1963 Yzerfontein in the Swartland Municipality, Division Malmesbury, Western Province, and as depicted on the subdivision plan granted on 16 August 2022.
- 1.2. A reference to a section by number, or to an item of a Schedule, refers to the corresponding section, or item of a Schedule, of the Act; and
- 1.3. Words and expressions that are defined in the Act shall bear the same meaning in this MOI as in the Act, unless otherwise required by the context.
- 1.4. Words importing the masculine gender include the feminine and neuter genders and *vice versa*; the singular includes the plural and *vice versa*; and natural persons include artificial persons and *vice versa*.
- 1.5. References to a "person" include a natural person, company, close corporation or any other juristic person or other corporate entity, a charity, trust, partnership, joint venture, syndicate, or any other association of persons.
- 1.6. Any provision in this MOI which is or may become illegal, invalid or unenforceable in any jurisdiction affected by this MOI shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability only and shall be treated as having not been written (i.e. *pro non scripto*) and severed from the rest of this MOI, without invalidating the remaining provisions of this Memorandum of Incorporation or affecting the validity or enforceability of such provision in any other jurisdiction.

2. Incorporation

The Company is incorporated as from date of registration as a non-profit company with voting Members.

3. Objects and powers of the Company

3.1. The objects of the Company are to:

- 3.1.1. assume the responsibilities of the Developer promote and advance the communal interests of an economic, social, and cultural nature of its Members in respect of the Properties;
- 3.1.2. control the character and architectural standards of buildings and other structures erected or to be erected in the Estate and in respect of any land which may in future be included into the Estate in accordance with article 30 hereunder.
- 3.1.3. control the use of roads and open areas and access thereto and to specified areas in the Estate, subject to all local, Provincial and National laws.
- 3.1.4. provide for the maintenance of roads, sidewalks, infrastructure, and open areas in the Estate.
- 3.1.5. provide rules and control measures for keeping of pets and other animals in the Estate.
- 3.1.6. if required at any time, implement, regulate, and control security procedures for admission to the Estate and generally in the Estate.
- 3.1.7. issue, and thereafter vary, alter, retract, or add to, rules and regulations for the administration and control of the Properties and for the owners and other occupants of the Properties as well as the movement of vehicular traffic in the Estate.
- 3.1.8. make rules with respect to binding architectural guidelines regarding the construction of homes and other structures within the Estate; the construction thereof within prescribed periods, and for the increasing of levies should these time periods not be adhered to, and/or the introducing of other penalties.
- 3.1.9. if the Developer so decides, to receive as a donation from the Developer or any other party to whom the Developer may have transferred the Property / Properties on which Communal Facilities are or will be erected and thereafter to deal with such Property / Properties as the Company may determine; or alternatively to rent the facilities from the Developer or any other person and to utilize it as provided for in these rules and regulations.
- 3.1.10. in the event of the Company becoming the registered owner of the Property / Properties or tenant thereof in terms of a lease agreement, then to care for and maintain the Property / Properties and to assume the risk in respect thereof and to pay rates and taxes in respect thereof; the said expenses to be defrayed out of the levy fund referred to below.

- 3.1.11. levy contributions from its Members of such amounts and so regularly as the directors of the Company shall determine as sufficient to defray the expenses of the Company, as more fully set out below.
 - 3.1.12. promote and advance the character of the Estate as a safe and ecologically responsible development facilitating a fictional private estate style.
 - 3.1.13. issue, and thereafter vary, alter, retract, or add to, rules and regulations for the administration and control of any short-term rental activities on the Estate.
- 3.2. The Company shall have all the powers and capacity of an individual that are capable of being exercised or possessed by a juristic person.
- 3.3. In advancing its objects, and without limiting the generality of its powers, the Company may do the following:
- 3.3.1. impose membership fees, levies, and penalties on the Members;
 - 3.3.2. administer and enforce the Estate Conduct Rules;
 - 3.3.3. manage, oversee, and control access to the Estate;
 - 3.3.4. maintain, repair, and improve the Company Owned Property / Properties; and
 - 3.3.5. pay all rates, services charges, and other taxes and/or levies charged and payable to any authority in respect of the Company Owned Property and/or the employees of the Company.

4. Membership

- 4.1. Membership of the Company is open only to owners of Properties.
- 4.2. The registration of a Property in the name of a person shall function as an application for membership and the giving of transfer by an owner will function as a resignation.
- 4.3. The entering or removal of a person's name in the membership register constitutes the Company's acceptance of respectively the application for membership or the resignation of that person as Member.
- 4.4. Where a Property is owned by more than one person, the registered owners of that Property shall be deemed to be one Member of the Company and shall jointly have the rights of one Member of the Company. The co-owners of the Property shall jointly and severally be liable for the Member's obligations.
- 4.5. A Member shall not be entitled to sell or transfer a Property without it being a condition of such sale and transfer that:
- 4.5.1. the transferee shall become a Member of the Company and consent in writing to abide with the articles of the Company; and
 - 4.5.2. registration of transfer of the Property into the name of the transferee shall, ipso facto cause the transferee to become a Member of the Company.
- 4.6. A registered owner of a Property may not resign as a Member of the Company.
- 4.7. The Board may, by regulation, provide for the issue of membership certificates, which certificates shall be in the form as prescribed by the Board.
- 4.8. The rights and obligations of Members are not transferable, and each Member must:
- 4.8.1. to the best of his abilities, promote the aims and interests of the Company;
 - 4.8.2. comply with all the enactments and regulations issued by the Company or the Board;

provided that nothing contained in this MOI shall prevent a Member from ceding his rights in terms of this MOI as security to a mortgagor of such Member's Property.

5. Rights, privileges, and obligations of Members

- 5.1. Subject to 5.3 below a Member -
- 5.1.1. shall have one vote in respect of each Property owned at general meetings of the Company; and
 - 5.1.2. has the right to access and use the Communal Facilities on the Company Owned Property, in accordance with the Estate Conduct Rules.

- 5.2. Members are obliged to pay all amounts due to the Company, as may be determined by the Company in a general meeting, from time to time.
- 5.3. No Member shall be entitled to any of the privileges of Membership (inclusive inter alia of voting rights and the right to attend meetings) unless and until he shall have paid every levy and interest thereon and any other amount which may be due and payable by him to the Company.
- 5.4. Conditions Relating to the Properties:
- 5.4.1. Subject to the rights of the Developer herein stipulated, should a Member wish to sell or lease his Property, including any subdivision thereof, only an accredited estate agent may be selected to procure the sale or lease, unless the Member personally procure the sale or lease. Both the Member and the agent are obliged to ensure that the purchaser or lessee is furnished with a copy of the MOI and the Estate Conduct Rules and any other administrative regulations applicable at the time and binds him in writing thereto as from the date of occupancy or membership, whichever is the earlier. The same applies should the Property be registered in a legal entity and the sale takes place by way of change in membership in a close corporation, shares in a company or a change in beneficiaries of a trust.
- 5.4.2. Agents may only visit the Estate by appointment with a Member and must personally accompany a prospective purchaser or lessee and are not allowed to erect any "for sale" or "to let" or "sold" signage boards.
- 5.4.3. A Member or any executors, administrators, heirs, successors in title or assigns of the Member may not sell, transfer or in any way alienate a Property within the Estate or any subdivision thereof or any interest therein, or any unit thereon without a clearance certificate from the Company, or prior to its formation and registration, from the Developer, certifying that all moneys payable by the Member to the Homeowners Association and/or Developer has been paid and that the Member is materially in compliance with the provisions of the MOI and the Estate Conduct Rules and that the new Member/purchaser will be bound to these provisions, including but not limited to, any resale restrictions as contained herein.
- 5.4.4. The seller or lessor of a Property shall ensure that the sale/lease agreement contains the relevant prescriptions/requirements of this clause, and the Company is entitled to withhold the clearance certificate until adequate written evidence is given to it that the sale/lease agreement in question complies herewith.
- 5.4.5. Lessees of Properties and their family, visitors and servants become bound to the Estate Conduct Rules on occupation of the Property and shall adhere to the Estate Conduct Rules and regulations.
- 5.4.6. The purchaser acknowledges that upon registration of the Property into his name, he automatically becomes a Member of the Company and thereby subjects himself to the provisions of this MOI and the Estate Conduct Rules. The Estate Conduct Rules become applicable to the purchaser on the earlier of the date of occupation of the Property by the purchaser or date of transfer of the Property to the purchaser.
- 5.4.7. Conditions incorporated in title deed:
The Properties are sold subject to the following provisions which must be embodied as provisions in the title deed of the Properties in a form as may be required and/or allowed by the Registrar of Deeds.
- "The owner of the Property or of any sub-division thereof, or of any interest therein, or of any unit thereon as defined in the Sectional Titles Act shall automatically on receiving transfer of the relevant Property become a Member of the Pearl Point Homeowners Association NPC and shall remain a Member of the Company and be bound to its Memorandum of Incorporation, as well as the rules of the Company until he ceases to be an owner of the said Property.
 - Neither the Property nor any sub-division thereof, nor any unit thereon shall be transferred to any person who has not bound himself in writing to the Memorandum of Incorporation and the rules of the Company.
 - The owner or any executors, administrators, heirs, successors in title or assigns of the Member may not sell, transfer or in any way alienate a Property within the Estate or any subdivision thereof or any interest therein, or any unit thereon without a clearance certificate from the Pearl Point Homeowners Association, or prior to its formation and registration, from the

Developer, certifying that all moneys payable by the owner to the Pearl Point Homeowners Association and/or Developer has been paid and that the Member is materially in compliance with the provisions of the Memorandum of Incorporation of the Company or as formulated by the Developer and that the new owner/purchaser will be bound to these provisions, including but not be limited to, any resale restrictions as contained herein"

5.4.8. The Developer and/or Company are entitled to register any other conditions of or referred to in this document as a condition of title of the relevant Property if it is reasonably necessary for the protection of any right or interest of the Company.

5.4.9. Accreditation of estate agents:

- 5.4.9.1. An estate agent is accredited after signing an agreement with the Developer to the effect that such agent has been accepted by the Developer and that the said agent shall abide by the rules and in particular the stipulated procedures applicable to the sale and/or lease of the Properties.
- 5.4.9.2. It shall be in the sole discretion of the Developer to consider appointing any additional estate agent or to cancel accreditations. All accredited estate agents must sign a marketing agreement with the Developer. The Developer will ensure that all accredited estate agents are in possession of the Estate Conduct Rules and regulations, and shall be able to answer queries to the accredited estate agents with regard to the Properties, to make available such information as to the general plan of the Estate, drawings indicating stand boundaries and dimensions, contours of stands, water, sewer and electrical connection points and to assist the accredited estate agents as far as possible in order to effectively market Properties.
- 5.4.9.3. The Developer shall be entitled, in its absolute discretion, to cede and assign the powers, rights and obligations, vested in the Developer in terms of this article 5.4.9 to the Company.

5.5. Bylaws:

All Members are obliged to comply, in addition to complying with the provisions of this MOI and the Estate Conduct Rules, with all Municipal Bylaws/Ordinances and Regulations applicable to residents of Yzerfontein and owners of Properties situated within the jurisdictional area of the Swartland Local Municipality; and the Company shall be entitled to enforce compliance therewith. Any transgression of the aforesaid Municipal Bylaws/Ordinances and Regulations shall automatically be deemed to be a transgression of the provisions of this MOI and the Estate Conduct Rules.

6. Membership fees and levies

6.1. The Company shall determine membership fees and impose levies on the Members for-

- 6.1.1. payment of the Company's expenses of a recurring nature;
- 6.1.2. funding of major maintenance work, improvements to the Company Owned Property and any other expenses of a non-recurring nature; and
- 6.1.3. establishing and maintaining a reserve fund for expected future maintenance and other unexpected future expenses as more fully dealt with in 6.17 below.

6.2. The directors shall prepare a budget of the total levy amount that will be required for the next financial year, together with any such anticipated shortfall, if any, as shall result from the current financial year and present this budget to the annual general meeting for approval.

6.3. It is recorded that the first levies, at the commencement of the Company, were determined to be R2 750.00 (VAT Excl) per month.

6.4. The levies as recorded in article 6.3 above may from time to time be amended and increased at Annual General Meetings, subject thereto that it shall be done proportionally in the same relation as recorded above.

6.5. All levies are due and payable in advance on the 1st day of each and every month by way of debit order.

6.6. Interest will be raised on all arrear amounts at a rate equal to the maximum mora interest rate as prescribed by the Prescribed Rate of Interest Act, Act 55 of 1975 (as amended). The obligation of an owner to pay interest shall be incurred automatically, without notice, from the date upon which the

owner is in arrear with payment of a levy. In addition to the interest the owner shall also be liable to pay a monthly late payment collection / administration fee determined to be an amount of R175.00 (Vat Inc) or such higher amended amount as a general meeting of Members may from time to time determine.

- 6.7. The Company shall be entitled to revoke any access card or other access device of any owner whose levies are in arrears.
- 6.8. In addition to the aforementioned levies an owner shall be liable for and pay all legal and other costs, including costs as between attorney and own client, collection commission, contingency fees, expenses, and charges incurred by the Company in the recovering of arrear levies, or any other arrear amounts due and owing by such owner to the Company, or in enforcing compliance with the Estate Conduct Rules or the provisions of this MOI.
- 6.9. For purposes of payment of levies the Developer shall be regarded as one owner of one Property irrespective of the number of Properties registered in the name of the Developer.
- 6.10. The directors may, with the prior approval of the general meeting, increase levies or impose a special once-off levy to meet existing or future extraordinary expenses, provided that proper motivation for the increase or special levy has been provided to the Members with the notice of the particular general meeting.
- 6.11. An account shall be established and administered by the Company for every Member of the Company upon him becoming a Member and all amounts due to the Company by the Member, including but not limited to levies, interest, collection fees, penalties and legal costs shall be debited to this account.
- 6.12. The obligation of a Member to pay a levy shall cease upon his ceasing to be a Member; save that he shall remain liable for the full outstanding debit amount on his account on the date that he ceases to be a Member.
- 6.13. A Member, or any successor in title, administrators, executors, or assigns of the Member may not transfer or in any way alienate a Property within the Estate or any subdivision thereof or any interest therein, or any unit thereon without a clearance certificate from the Company, or prior to its formation and registration, from the Developer, certifying that all moneys payable by the Member to the Company and/or Developer has been paid and that the Member is materially in compliance with the provisions of this MOI and the Estate Conduct Rules and that the new owner/purchaser (Member) will be bound by these provisions, including but not limited to, any resale restrictions as contained herein.
- 6.14. The Company shall be entitled to demand and require that the aforementioned restrictive condition be registered against the title deeds of all Properties to the extent that it is not registered yet, such registration to be done at the cost of the Member.
- 6.15. No sub-division of any Property shall be allowed.
- 6.16. Nothing prohibits a Member to consolidate erven provided that:
 - 6.16.1. such consolidation shall not result in a rezoning of the erven;
 - 6.16.2. the consolidated portion may not transgress any specific rules stipulated by the Swartland Planning By-law; and more specifically may not exceed a 40% coverage;
 - 6.16.3. the number of dwellings on the consolidated erf may not be more than the number of dwellings allowed on the original erven;
 - 6.16.4. no subdivision of the consolidated erf may be undertaken; and
 - 6.16.5. the Company reserves the right to determine the levies payable by the Member of such consolidated erf as if the components of the consolidated erf are still separate erven as originally described of the General Plan of the Estate.
- 6.17. Reserve fund:
 - 6.17.1. The directors may set aside out of the excess income of the Company and carry to reserve such sums as they think proper to satisfy the requirements of article 6.1.3 above, and:
 - 6.17.2. All sums standing to the credit of revenue and general reserve shall at the discretion of the directors be applicable for meeting contingencies, for the gradual liquidation of any debt or liability of the Company, for repairing, improving, or maintaining any Property of the Company, for meeting losses on realisation of or writing down investments either individually

or in the aggregate or for any other purpose to which profits of the Company may appropriately be applied; and

- 6.17.3. Pending such application such sums may either be employed in the business of the Company (without being kept separate from the other assets of the Company) or be invested. The directors may divide the reserve into such special reserves as they think fit and re-allocate the amounts of such reserves either in whole or in part to other special or general reserves and may consolidate into one reserve any special reserves or any parts of any special reserves into which the reserve may have been divided. The directors may also carry forward any excess income without placing it to reserve.

7. Estate Conduct Rules

- 7.1. The Developer has drafted the first version of the Estate Conduct Rules, which Estate Conduct Rules regulate the conduct in general on the Estate in order to facilitate the promotion and advancement of the interests of the Members and the character of the Estate as set out in article 3.1.
- 7.2. The Company in general meeting may from time to time amend the Estate Conduct Rules.
- 7.3. A special resolution is required for the amendment of the Estate Conduct Rules. Notwithstanding the aforementioned provision, for as long as the Developer, or any of the Developer's connected or related juristic entities is owner of any Property within the Estate, the written consent of the Developer to any such amendment shall be a prerequisite.
- 7.4. Each Member of the Company shall be liable and undertakes to comply with the Estate Conduct Rules and is responsible for ensuring compliance with the Estate Conduct Rules by tenants, family, friends, employees, agents, contractors, appointees or visitors or any other person who is within the Estate by permission, forbearance, or consent of the Member.
- 7.5. If any conflict should arise between the content of this MOI and the content of the Estate Conduct Rules, this MOI shall prevail.

8. Governance Rules

- 8.1. Subject to 8.4 below, the Board will have the authority to make any necessary or incidental rules for the governance of the Company in respect of matters not addressed in the Act or in this MOI, and to amend or repeal any such rules.
- 8.2. The Board must publish any proposed rule to be made in terms of 8.1 above by delivering a copy of that proposed rule to each Member by electronic mail or, alternatively, by ordinary mail.
- 8.3. Subject to 8.4 below, any rule proposed by the Board will take effect 20 business days after publication as set out in 8.2 above or on the later date specified in the rule.
- 8.4. Any rule proposed by the Board will not take effect and may not be filed with the Commission if written objections by holders of 25 per cent or more of the voting rights are received by the Board within 20 business days after publication as set out in 8.2 above.
- 8.5. Any rule that has taken effect as contemplated in 8.3 above will remain binding on an interim basis until put to a vote at the next general meeting of the Members of the Company and will become permanently binding if ratified by an ordinary resolution.
- 8.6. If by reason of 8.4 above a rule does not take effect, the Board must promptly inform each Member of this result either by electronic mail or by ordinary mail.

9. Assets and income of the Company

- 9.1. All of the assets and income of the Company, however derived, must be applied solely to advance its objects, as set out in article 3.1 of this MOI.
- 9.2. No portion of the income or assets of the Company, regardless how the income or asset was derived, shall be paid, or transferred to any person who is or was an incorporator of the Company, or who is a Member or director, or person appointing a director, except as reasonable -
- 9.2.1. remuneration for goods delivered or services rendered to, or at the direction of, the Company or in respect of directors' remuneration as approved at Members' meetings; or

- 9.2.2. payment of, or reimbursement for, expenses incurred to advance an object stated in article 3.1 of this MOI;
 - 9.2.3. as a payment of an amount due and payable by the Company in terms of a bona fide agreement between the Company and that person or another; or
 - 9.2.4. as payment in respect of any rights of that person, to the extent that such rights are administered by the Company in order to advance an object stipulated in article 3.1 of this MOI; or
 - 9.2.5. in respect of any legal obligation binding on the Company.
- 9.3. Upon the winding up or dissolution, of the Company, the entire net value of the Company that remains after the satisfaction of all its obligations and liabilities must not be paid or distributed to, any past or present Member or director or person appointing a director, but shall be distributed to one or more non-profit companies, voluntary associations or non-profit trusts having objects similar to the main object of the Company stipulated in article 3.1, as determined by the Members at or before the time of dissolution, or by the Court if the Members fail to make such a determination.
- 9.4. Security arrangements
- 9.4.1. The security wall and/or fence erected and/or to be erected along the boundaries of the Estate (if any), is and shall remain the property of the Company and any changes thereto may be effected only with the consent of the Company.
 - 9.4.2. The Company and/or the Developer has the right to enter upon any Property adjacent to the security wall/fence at any reasonable time for purpose of maintenance and/or any other work to be effected to the security wall/fence.

10. Composition of the Board

- 10.1. Until otherwise determined by a meeting of Members, the number of directors shall not be less than 3 (three) who are not connected to each other in the sense that they are not spouses or are not related to each other or to each other's spouses within the third degree of consanguinity nor more than 5 (five), which restriction shall not apply to the directors as appointed by the Developer in terms of the further provisions of this article 10.1. For as long as the Developer or any of its connected or related persons owns any Property, the Developer shall be entitled to appoint, without interference from any Member, at least half of all directors and furthermore to appoint any replacement directors should any of such appointed directors resign or otherwise become unable to act as director. For purposes of ownership of the Developer as stipulated above, a connected or related person of the Developer shall include any other juristic person or trust in which the Developer and/or John Hatzipolychronis, identity number: 731213 5037 08 5 and/or Dawid Johannes van der Merwe, identity number: 521123 5037 08 3 and/or Annemarie Botha, identity number: 590807 0099 08 9 and/or any trust of which they and/or any of their immediate family (wife and offspring) are beneficiaries, have a legal and/or financial interest.
- 10.2. In accordance with the provisions of Section 5 of Schedule 1 to the Act, an election shall be held at each annual general meeting of at least one third of the elected directors (those who are not appointed by the Developer as provided for above).
- 10.3. All directors, other than those directors appointed to fill a casual vacancy, may hold office indefinitely unless disqualified or ineligible, or unless retiring by rotation in terms of 10.2, always provided that at least one-third of the elected directors shall retire from office at each annual general meeting of the Company.
- 10.4. A retiring director shall be eligible for re-election.
- 10.5. The Board has the authority to fill any vacancy on the Board on a temporary basis, as set out in section 70.
- 10.6. Subject to the provisions of section 71, a director shall cease to hold office as such if:
 - 10.6.1. a director by virtue of any of the provisions of the Act becomes prohibited from being a director; or
 - 10.6.2. his estate is sequestrated, or he files an application for the surrender of his estate or an application for an administration order, or if he commits an act of insolvency as defined in the insolvency law for the time being in force, or if he makes any arrangement or composition with his creditors generally; or
 - 10.6.3. he is found lunatic or becomes of unsound mind; or

- 10.6.4. he resigns his office by notice in writing to the Company; or
 - 10.6.5. a notice removing him from office is signed by Members having a right to attend and vote at a meeting of Members who hold not less than 50% (fifty percent) of the total voting rights of all the Members who are at that time entitled so to attend and vote and is delivered to the Company or lodged at its registered office. This provision shall not apply to any director appointed by the Developer as provided for above; or
 - 10.6.6. he is otherwise removed in accordance with any provisions of this MOI.
- 10.7. Subject to the provisions of section 75, no director or intended director shall be disqualified by his office from contracting with the Company in any manner whatsoever. Such director shall be entitled to vote at any Board meeting or otherwise in relation to such contract as freely as if he were not interested therein and he shall be reckoned for the purpose of constituting a quorum of directors.

11. Authority of the Board

The Board must manage and direct the business and affairs of the Company and has the authority to exercise all the powers and perform any of the functions of the Company except to the extent that the act or this MOI provides otherwise.

12. Directors' compensation

This MOI does not limit, restrict, or qualify the power of the Company to pay remuneration to its Directors for their service as Directors as reasonable compensation for services rendered to the Company in accordance with item 4(3) of schedule 1.

13. Members meetings

- 13.1. The Board, or any prescribed officer of the Company authorised by the Board, is entitled to call a Members' meeting at any time.
- 13.2. The Company shall hold an annual general meeting of Members once in every calendar year, but no more than 15 months after the date of the previous annual general meeting.
- 13.3. Except at any time when a resolution may be passed otherwise than at a meeting of Members, the Company shall hold a Members meeting:
 - 13.3.1. at any time that the Board is required by the Act or this MOI to refer a matter to Members for decision;
 - 13.3.2. whenever required in terms of the Act to fill a vacancy on the Board;
 - 13.3.3. when demanded by Members in terms of 13.4 below;
 - 13.3.4. when required by any other provision of this MOI.
- 13.4. The Board shall call a meeting if one or more written and signed demands calling for such a meeting are delivered to the Company and:
 - 13.4.1. each such demand describes the specific purpose for which the meeting is proposed; and
 - 13.4.2. in aggregate, demands for substantially the same purpose are made and signed by the holders of at least 50% (fifty percent) of the voting rights entitled to be exercised in relation to the matter proposed to be considered at the meeting.
- 13.5. Each annual general meeting of the Company contemplated in 13.2 shall provide for at least the following business to be transacted:
 - 13.5.1. the presentation of the financial statements for the immediately preceding financial year of the Company;
 - 13.5.2. the election of directors, to the extent required by the Act or by this MOI;
 - 13.5.3. the appointment of an auditor for the following financial year, and
 - 13.5.4. any matters raised by the Members with at least 7 days prior written notice to the Company.
- 13.6. The Board may determine the location of any Members meeting, and the Company may hold any such meeting in Yzerfontein only.

14. Written resolution by Members

- 14.1. A resolution that could be voted on at a Members meeting, including the election of directors, may instead be:
 - 14.1.1. submitted by the Board for consideration to the Members entitled to exercise their voting rights in relation to the resolution; and

- 14.1.2. voted on in writing by such Members within a period of 20 business days after the resolution was submitted to them.
- 14.2. A resolution contemplated in 14.1 above:
 - 14.2.1. will have been adopted if it is supported by persons entitled to exercise sufficient voting rights for it to have been adopted as an ordinary or special resolution, as the case may be, at a properly constituted Members' meeting; and
 - 14.2.2. if adopted, will have the same effect as if it had been approved by voting at a meeting.
- 14.3. In addition to a resolution passed in terms of 14.1 above, a resolution in writing signed by all the Members entitled to vote thereon shall be as valid and effectual as if adopted at a duly convened Members meeting.
- 14.4. Within 10 business days after adopting a resolution or conducting an election of directors in terms of the provisions of 14.1 above, the Company shall deliver a statement describing the results of the vote, consent process, or election to every Member who was entitled to vote on or consent to the resolution, or vote on the election of a director, as the case may be.

15. Notice to Members

- 15.1. Notice of meetings:

A notice of a Members meeting shall be delivered to each voting Member at least fifteen business days before the meeting is to begin and such notice is capable of being delivered by electronic communication sent to the email address of the Member as per the records of the Company.
- 15.2. General Notices:

General notices shall be delivered in accordance with Section 220.
- 15.3. Domicilium Address of Members:

For the purpose of serving any notices of documents related to any intended or current court proceedings all Members choose, as their domicilia citandi et executandi the address(es) of any Property owned by a Member within the Estate or alternatively at such other physical address of which a Member has given written notice of to the Company.

16. Quorum and adjournments

- 16.1. The quorum requirement for a Members meeting to begin is 10 (ten) Members, personally present or represented by proxy, and who are entitled to vote.
- 16.2. If within one hour after the appointed time for a meeting to begin, the requirements for that meeting to begin have not been satisfied, the meeting is postponed, without any motion, vote, or further notice, for one week, subject to 16.4 below.
- 16.3. If within one hour after the appointed time for consideration of a particular matter the requirements for that matter to begin to be considered have not been satisfied:
 - 16.3.1. if there is other business on the agenda of the meeting, consideration of that matter may be postponed to a later time in the meeting without any motion or vote;
 - 16.3.2. If there is no other business on the agenda of the meeting, the meeting is adjourned, without any motion or vote, for one week.
- 16.4. The person intended to chair a meeting that cannot begin due to the operation of 16.2 above may extend the one-hour limit allowed in that provision for a reasonable period on the grounds that:
 - 16.4.1. exceptional circumstances, inclement weather, transportation, or electronic communication have generally impeded or are generally impeding the ability of Members to be present at the meeting; or
 - 16.4.2. one or more particular Members, having been delayed, have communicated an intention to attend the meeting, and those Members, together with others in attendance, would satisfy the requirements of 16.2 above.
- 16.5. The accidental omission to give notice of any meeting to any particular Member or Members shall not invalidate any resolution passed at any such meeting.

- 16.6. The Company shall not be required to give further notice of a meeting that has been postponed or adjourned in terms of 16.2 or 16.3 above unless the location for the meeting is different from:
- 16.6.1. the location of the postponed or adjourned meeting; or
 - 16.6.2. the location announced at the time of adjournment, in the case of an adjourned meeting.
- 16.7. If at the time appointed in terms of 16.2 or 16.3 for a postponed meeting to begin, or for an adjourned meeting to resume, the minimum requirements for the commencement of a meeting or consideration of a matter have not been satisfied, the Members present in person or by proxy will be deemed to constitute a quorum.
- 16.8. After a quorum has been established for a meeting, or for a matter to be considered at a meeting, the meeting may continue, or the matter may be considered, so long as at least one Member with voting rights entitled to be exercised at the meeting, or on that matter.
- 16.9. The maximum period allowable for an adjournment of a Members meeting is 120 business days after the record date or 60 business days after the date on which the adjournment occurred, whichever is the earlier.

17. Chairperson of meeting

The chairperson, if any, of the Board shall preside as chairperson at every Members meeting but if there is no such chairperson or if at any meeting, he or she is not present within 15 minutes after the time appointed for holding the meeting or is unwilling to act as chairperson, the directors present shall choose one of their number to be chairperson. If no director is willing to act as chairperson or if no director is present within 15 minutes after the time appointed for holding the meeting, the Members present shall choose one of their number to be chairperson of the meeting.

18. Meetings by electronic communication

- 18.1. Any Members meeting may be conducted entirely by electronic communication or one or more Members, or proxies for Members, may participate by electronic communication in all or part of any Members meeting that is being held in person, so long as the electronic communication employed ordinarily enables all persons participating in that meeting to communicate concurrently with each other and without an intermediary, and to participate reasonably effectively in the meeting.
- 18.2. Any notice of any Members meeting at which it will be possible for Members to participate by way of electronic communication shall inform Members of the ability to so participate and shall provide any necessary information to enable Members or their proxies to access the available medium or means of electronic communication, provided that such access shall be at the expense of the Member or proxy concerned.

19. Representation by proxies

- 19.1. Any Member may at any time appoint any individual, including an individual who is not a Member, as a proxy to:
- 19.1.1. participate in, and speak and vote at, a Members' meeting on behalf of that Member; or
 - 19.1.2. give or withhold written consent on behalf of that Member to a decision adopted otherwise than at a meeting as contemplated in section 60.
- 19.2. A Member may appoint two or more persons concurrently as proxy and may appoint more than one proxy to exercise voting rights attached to different Properties held by the Member.
- 19.3. A proxy appointment must be in writing, dated and signed by the Member; and remains valid for one year after the date on which it was signed; or any longer or shorter period expressly set out in the appointment, unless it is revoked in writing or substituted by a later inconsistent appointment and a copy of the revocation instrument delivered to the Company.
- 19.4. If the Company has issued an invitation to Members to appoint one or more persons named by the Company as a proxy, or has supplied a form or instrument for appointing a proxy the invitation must be sent to every Member entitled to notice of the meeting and must contain adequate blank space immediately preceding the name of any person named in it to enable the Member to write in the name of a proxy, including an alternative name as well as adequate space for the Member to indicate whether the appointed proxy is to vote in favour of or

against any resolution at the meeting or is to abstain from voting. Despite 19.3 above such an appointment is valid only for the specific meeting.

- 19.5. A Member or his proxy must deliver to the Company a copy of the instrument appointing a proxy before the commencement of the meeting at which the proxy intends to exercise that Member's rights.
- 19.6. Every instrument of proxy shall, as far as circumstances permit, be substantially in the generally available standard form approved by the Board from time to time, which will be supplied to a Member on request.
- 19.7. The appointment of a proxy is suspended at any time and to the extent that the Member chooses to act directly and in person in the exercise of any rights as a Member.
- 19.8. The authority of a Member's proxy to delegate the proxy's powers to another person, as set out in section 58(3)(b) is not limited or restricted by this MOI.

20. Voting by Members

- 20.1. For purposes of determining the number of votes a Member has, "Property" (only for purposes of this article 20) shall be deemed to include:
 - 20.1.1. Any Property registered in the name of a Member;
 - 20.1.2. Any Properties forming part of the remainder of the Estate, still registered in the name of the Developer, shall be regarded to be separate individual Properties for purposes of voting; and
 - 20.1.3. Any residential unit which is to be constructed and completed for residential purposes and in respect of which a separate levy is to be charged, shall be regarded as a separate Property for purposes of voting.
- 20.2. Subject to any special rights or restrictions as to voting by Members by or in accordance with this MOI, at a meeting of the Company:
 - 20.2.1. every person present and entitled to exercise voting rights shall be entitled to one vote on a show of hands, irrespective of the number of voting rights that person would otherwise be entitled to exercise; and
 - 20.2.2. on a poll any person who is present at the meeting, whether as a Member or as proxy for a Member, has the number of votes determined in accordance with the voting rights held by that Member.
- 20.3. Voting shall be conducted by means of a polled vote in respect of any matter to be voted on at a meeting of Members if demand is made for such a vote by:
 - 20.3.1. at least one person having the right to vote on that matter, either as Member or as proxy representing a Member; or
 - 20.3.2. the chairperson of the meeting.
- 20.4. At any meeting of the Company a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is (before or on the declaration of the result of the show of hands) demanded in accordance with the provisions of 20.3 above, and unless a poll is so demanded, a declaration by the chairperson that a resolution has on a show of hands, been carried or carried unanimously or by a particular majority or defeated, and an entry to that effect in the book containing the minutes of the proceedings of the Company, shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against such resolution. The demand for a poll may be withdrawn.
- 20.5. If a poll is duly demanded, it shall be taken in such manner as the chairperson directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. In computing the majority on the poll, regard shall be had to the number of votes to which each Member is entitled.
- 20.6. In the case of an equality of votes, whether on a show of hands or on a poll, the chairperson of the meeting at which the show of hands takes place, or at which the poll is demanded, shall not be entitled to a second or casting vote.
- 20.7. Where two or more owners are regarded as one Member as envisaged in article 4.4, they shall be counted as one Member for determining whether a quorum is present and may only

exercise one vote between them at meetings of the Company, irrespective of whether voting takes place by show of hands or by poll. If more than one of such joint holders is present at any meeting, personally or by proxy, the person so present whose name stands first in the membership register shall alone be entitled to vote.

- 20.8. The board of any company or the controlling body of any other entity or person that is a Member of the Company may authorise any person to act as its representative at any meeting of Members of the Company, in which event the following provisions will apply:
- 20.8.1. the person so authorised may exercise the same powers of the authorising company, entity, or person as it could have exercised if it were an individual Member;
- 20.8.2. the authorising company, entity or person shall lodge a resolution of the directors of such company or controlling body of such other entity or person confirming the granting of such authority and certified under the hand of the chairperson or secretary thereof, with the Company before the commencement of any Members meeting at which such person intends to exercise any rights of such Member, unless excused from doing so by the chairperson of such meeting.

21. Member resolutions

- 21.1. For an ordinary resolution to be adopted at a meeting of Members, it must be supported by the holders of more than 50 per cent of the votes exercised on the resolution.
- 21.2. For a special resolution to be adopted at a Members meeting, it must be supported by the holders of at least 75 per cent of the voting rights exercised on the resolution.

22. Board meetings

- 22.1. The Board has the authority to consider a matter other than at a meeting, as set out in section 74.
- 22.2. The right of the Company's directors to requisition a meeting of the Board, as set out in section 73 (1), may be exercised by any one director.
- 22.3. The Board has the authority to conduct a meeting entirely by electronic communication or to provide for participation in a meeting by electronic communication, as set out in section 73(3).
- 22.4. The Board must determine the manner and form of providing notice of its meetings, as set out in section 73(4).
- 22.5. The authority of the Board to proceed with a meeting despite a failure or defect in giving notice of the meeting, as set out in section 73(5) is not limited or restricted by this MOI.
- 22.6. The quorum requirement for a directors meeting to begin, the voting rights at such a meeting, and the requirements for approval of a resolution at such a meeting, are as set out in section 73(5), without variation.

23. Board committees

The Board has the authority to appoint committees of directors, and to delegate to any such committee any of the authority of the Board, as set out in section 72(1), and to include in any such committee persons who are not directors, as set out in section 73(2)(a).

24. Dealings with Communal Facilities

In as far as the Communal Facilities are registered in the name of the Company, neither the whole nor any part of such facilities may:

- 24.1. be sold, let, alienated, or otherwise be disposed of sub divided or transferred; or
- 24.2. be encumbered with a mortgage bond; or
- 24.3. be subjected to any rights, either registered in a Deeds Office or not, or use, occupation or servitude other than the general servitude in favour of the local authority for services (excepting those services enjoyed by the Members of the Company in terms hereof);
- without the approval of a special resolution of the Company (and no Member shall be entitled to unreasonably vote against such a special resolution); or
- 24.4. be built upon, improved, or increased in value by the erection of buildings, structures, facilities, or services, without the approval by way of a special resolution and with the consent of any relevant authority; provided that, for as long as the Developer is the owner of a Property in the Estate, the

Developer shall be entitled to develop / enhance / improve any of the private open areas forming part of the Communal Facilities by the erection of buildings, structures, facilities, or services in such manner as the Developer deem appropriate for the best interest of the Estate but subject to the consent of any relevant authority where required.

25. Transgression by third parties

In the instance where a Member or any member of his household or his guests or tenants transgress the abovementioned Rules, it shall be deemed to be a transgression by the Member himself and without prejudice as to the rights of the Company, as stated above, the Board may act against the person who actually committed the transgression or see to it that steps be taken against such person.

26. Management of the Estate

In order to ensure effective administration and the establishment of proper management and administrative systems and moreover to maintain property values and the character of the Estate, the Developer, or its duly appointed nominee, shall be entitled to act as manager and/or managing agent of the Company for as long as the Developer, or any of its connected persons is the registered owner of any Property, of whatever nature, in the Estate. Any such services rendered by the Developer, or its nominee, shall be done at market related remuneration.

27. Application of optional provisions of the Act

The Company elects to comply voluntarily with the requirement to have its annual financial statements audited as contemplated in section 30(2)(b)(ii)(aa) of the Act.

28. Variation of MOI

- 28.1. This MOI may be amended only by special resolution adopted at a Members meeting or in terms of a court order and only with the written consent of the Developer.
- 28.2. This MOI does not contain any provision the amendment of which is either subject to requirements for its amendment in addition to those set out in section 16 of the Act or that is prohibited from being amended, as contemplated in section 15(2)(b) or(c) of the Act.
- 28.3. Amendments to the memorandum may be proposed by the Board or by Members entitled to exercise at least 50% (fifty percent) of the voting rights.
- 28.4. The Board shall have the power to alter this MOI to the extent necessary to correct patent errors in spelling, punctuation, reference, grammar, or similar defects as envisaged in section 17 of the Act. A notice of any such alteration must be sent to each Member by ordinary mail at least 15 business days prior to the filing of the notice of alteration with the Commission.
- 28.5. Any provisions of this MOI or the Estate Conduct Rules granting rights to the Developer may not be amended without the prior written consent of the Developer. Such consent shall at all times be required for such amendments irrespective of the fact that the Developer may no longer own any Property within the Estate.

29. Extension of the Estate

The Developer, in its sole and absolute discretion, and at the cost and for the benefit of the Developer, shall have the right to:

- 29.1. extend the boundaries of the Estate. Any land added as such to the Estate shall automatically be subject to these articles; and/or
- 29.2. amend the layout of the Estate by consolidation and/or subdivision and/or amendment of the approved layout plan and/or amendment of the general plan; and/or
- 29.3. zone and/or rezone any Property forming part of the Estate to any zoning which the Developer may deem fit.

30. Adoption of MOI.

This MOI was adopted by the Directors of the Company.