

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

Rules and regulations applicable:

- i. *MOA 1 to 9*
- ii. *MOI 1 to 125*
- iii. *House Rules 1 to 11.4*
- iv. *Architectural Guidelines 1 to 11*
- v. *Landscape Guidelines 1 to 6*

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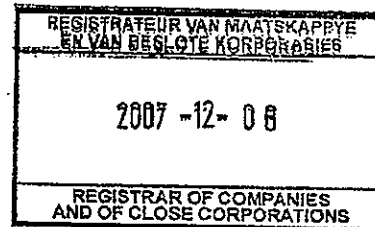
REPUBLIC OF SOUTH AFRICA
COMPANIES ACT, 1973

MEMORANDUM OF ASSOCIATION
OF A COMPANY NOT HAVING A SHARE CAPITAL

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

Registration number of company

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



1. NAME

1.1 The name of the company

WEDGEWOOD HOME OWNERS ASSOCIATION

(ASSOCIATION INCORPORATED UNDER SECTION 21)

1.2 The name of the company in the other language of the Republic is

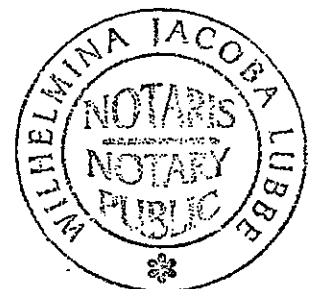
NONE

1.3 The shortened form of the name of the Company is

NONE

1.4 The financial year of the Company is

FEBRUARY



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

The main business which the company is to carry on:

Homeowners association

3. **MAIN OBJECT:**

The main object of the company is:

Homeowners association

4. **ANCILLARY OBJECTS EXCLUDED:**

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

NONE

5. **POWERS:**

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

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

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

(f) Loans can only be granted to beneficiaries.

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

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

(k) "To form and to acquire an interest in any company or companies having the same or similar objects to the company for the purpose of acquiring the undertaking of all, or any of the assets or liabilities of the company or for any other purpose which may seem, directly or indirectly, calculated to benefit the company, and to transfer to any such company or companies, the undertaking of or all or any assets or liabilities of the company.

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

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

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

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

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



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

6. **CONDITIONS**

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

- 6.1 The income and property of the company whensoever derived shall be applied solely towards the promotion of its main object and no portion thereof shall be paid or transferred directly or indirectly, by way of dividend, bonus or otherwise however, to the members of the company or its controlling or controlled company; provided that nothing herein contained shall prevent the payment in good faith of reasonable remuneration to any officer or servant of the association or to any member thereof in return for any services actually rendered to the association.
- 6.2 Upon its winding-up, deregistration, or dissolution, the assets of the association remaining after the satisfaction of all its liabilities shall be given or transferred to some other association(s) or institution(s), having objects similar to its main object and which is itself exempt from income tax in terms of section 10(1)(cB)(i)(cc), to be determined by the members of the association at or before the time of its dissolution or, failing such determination, by the Court. The above-mentioned association(s) or institution(s) must be registered in terms of the Fund-raising Act, 1978.

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

NONE

8. **GUARANTEE**

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



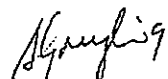
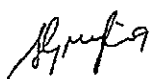
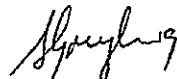
FORM CM 4B

ASSOCIATION CLAUSE

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

Particulars of Subscribers

Date and signature of subscribers

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

Particulars of witness to all subscribers

Date and signature of witness

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



REPUBLIC OF SOUTH AFRICA

COMPANIES ACT 1973

MEMORANDUM AND ARTICLES OF ASSOCIATION

**OF A COMPANY NOT HAVING A SHARE CAPITAL
NOT ADOPTING SCHEDULE 1
(Section 60(1) Regulation 18(3))**

**WEDGEWOOD HOME OWNERS' ASSOCIATION
(Association incorporated under Section 21)**

 COMPANIES AND INTELLECTUAL PROPERTY REGISTRATION OFFICE WEDGEWOOD HOME OWNER S ASSOCIATION 2007/035313/08	Company	REGISTRATEUR VAN MAATSKAPPE EN VAN BESLOTE KORPORASIES
		2007-12-06
		REGISTRAR OF COMPANIES AND OF CLOSE CORPORATIONS

Name of Company:
WEDGEWOOD HOME OWNERS' ASSOCIATION

(Association incorporated under Section 21)

('the Association')



The articles contained in Table A of Schedule 1 to the Companies Act 1973 shall not apply to the Association.

The Memorandum and Articles of the Association are as follows :

1. In the interpretation of these memorandum and articles of association, unless the context otherwise indicates :

1.1 the following words and expressions shall have the following meanings :

1.1.1 'articles' means the articles of association for the time being of the Association;

1.1.2 'authorised representative' means a person authorised in terms of the Companies Act by a company or other body corporate to act as its representative at any general meeting;

1.1.3 'chairman' means the chairman for the time being of the board of trustees appointed in terms of article 40 below;

1.1.4 'club' means the golf club to be established in terms of article 35 below and of which ownership will vest in a separate legal entity;

1.1.5 'cluster development' means a cluster housing scheme having a shared or common area for amenities;

1.1.6 'common property' means a part of the development belonging to the Association which is not subject to any exclusive right of use by a member but excludes the golf course land and the club house and other facilities thereon, such as the swimming pool and tennis courts;

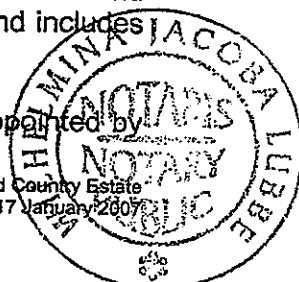
1.1.7 'Companies Act' means the Companies Act No. 61 of 1973 and any amendment or modification thereof or substitution therefor from time to time;

1.1.8 'Council' means the Municipality of Port Elizabeth and its successor/s;

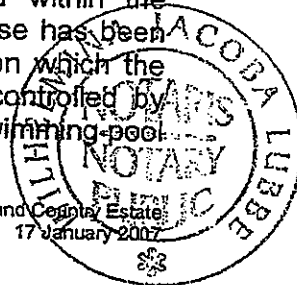
1.1.9 'developer' means Wedgewood Village Golf and Country Estate (Proprietary) Limited and includes its successor in title or assigns;

1.1.10 'developer trustee' means a trustee appointed by the developer;

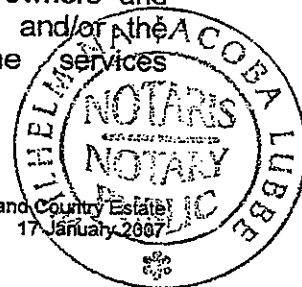
Wedgewood Village Golf and Country Estate
17 January 2007



- 1.1.11 'development area' means the land comprising of _____, and such adjoining land as may be acquired by the developer for the purposes of incorporation into the development;
- 1.1.12 'development node' means a node or area comprising a group of separate erven grouped together in a particular area or node of the development;
- 1.1.13 'development period' means the period from the incorporation of the Association until all the erven and units within the development area have been developed and transferred by the developer; alternatively until the developer notifies the Association that it waives the rights herein conferred upon it during the development period;
- 1.1.14 'erf' means an erf in the development, including an erf in a group housing development or cluster development and reference to an 'erf' shall include the golf course land and the club house and other facilities thereon, including any swimming pool and tennis courts;
- 1.1.15 'facilities' mean all and any facilities or amenities of whatsoever nature which may be provided within the development area, but excluding the golf course land and the club house, swimming pool, tennis courts and any other facilities thereon;
- 1.1.16 'financial year' means the financial year of the Association which shall run from the first day of January in each year until 31 December of the same year;
- 1.1.17 'golf course' means the golf course constructed on the golf course land and includes the club house and all sporting, recreational and other facilities controlled by the club;
- 1.1.18 'golf course land' means the land within the development on which the golf course has been constructed and includes the land on which the club house and all other facilities controlled by the club are located, including any swimming pool and tennis court;



- 1.1.19 'group housing development' means a group housing scheme as defined in the scheme regulations to the Land Use Planning Ordinance No. 15/1985 (C);
- 1.1.20 'levy' means the levy or levies referred to in articles 9 and 13 below;
- 1.1.21 'local authority' means the local authority having jurisdiction in respect of the development area or the relevant portion thereof;
- 1.1.22 'managing agent' means the managing agent/s (if any) appointed by firstly the developer and thereafter, the trustee from time to time in terms of article 47 below;
- 1.1.23 'member' means a member of the Association;
- 1.1.24 'member trustee' means a trustee appointed by the members;
- 1.1.25 'memorandum' means the memorandum of association for the time being of the Association;
- 1.1.26 'minutes' means the minutes of a general meeting or a trustees' meeting, as the case may be;
- 1.1.27 'person' includes a natural person, body corporate, company or an association of persons, as the case may be;
- 1.1.28 'registered owner' means a registered owner of an erf or unit as registered in the relevant Deeds Office;
- 1.1.29 'Sectional Titles Act' means the Sectional Titles Act No. 95 of 1986 and any amendment or modification thereof or substitution therefor from time to time;
- 1.1.30 'services' mean such utilities, amenities and services as may be provided by or on behalf of the Association for the registered owners and residence within the development and/or the development area, including the services crossing the golf course land;

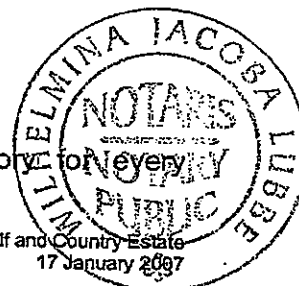


- 1.1.31 'development' means the development known as Wedgewood Village Golf and Country Estate or any further land purchased and includes such additional area/s as may be incorporated into the development in terms of article 26.3 below and any reference to the development includes the golf course land;
- 1.1.32 'trustees' means the trustees of the Association who shall, for the purposes of the Companies Act, be the directors of the Association;
- 1.1.33 'unit' means a unit (as defined in the Sectional Titles Act) in a sectional title scheme within the development;
- 1.1.34 'syndicate' means a group of 'persons' who owns property in the development;
- 1.1.35 "a sale of unit or erf" shall deem to include a change in shareholders or members of companies and close corporations and include the sale of share(s) in a syndicated erf or unit.
- 1.2 any words signifying the singular shall include the plural and *vice versa* and any word signifying the masculine shall include the feminine and *vice versa*;
- 1.3 any word or expression which is defined in the Companies Act and which is not otherwise defined in these articles shall have the meaning assigned thereto in the Companies Act;
- 1.4 the head notes to the paragraphs to these articles are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate.
2. Subject to any provisions in this articles to the contrary and notwithstanding any omission of any provision from these articles or the memorandum, the Association may do anything which the Companies Act authorises a company to do if so authorised by its articles.

MEMBERSHIP OF THE ASSOCIATION

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

Wedgewood Village Golf and Country Estate
17 January 2007



4. Membership shall commence simultaneously with registration of transfer of an erf or unit into the name of the transferee.
5. Membership of the Association shall be limited to the registered owners of erven or units provided that :
 - 5.1 the developer shall be deemed to be a member of the Association during the development period;
 - 5.2 where any such registered owner is more than one person, all the registered owners of the erf or unit shall be deemed jointly and severally to be one member of the Association and shall nominate one of them to represent them and to vote at meetings of the Association.
6. When a member ceases to be the registered owner of an erf or a unit, he shall *ipso facto* cease to be a member of the Association, save the developer who shall remain a member of the Association during the development period.
7. The registered owner of an erf or a unit shall not be entitled to resign as a member of the Association.
8. No member shall be entitled to sell or transfer an erf or a unit unless :
 - 8.1 the transferee becomes a member of the Association;
 - 8.2 such member obtains the written consent of the Association which consent shall be given provided that :
 - 8.2.1 such member has paid to the Association all levies and any other amounts of whatsoever nature or howsoever arising, owing by such member to the Association; and
 - 8.2.2 the transferee agrees in writing to be bound by the articles and the management and conduct rules of the Association, including specifically the entrenched provisions contained in article 26;
 - 8.2.3 such member has duly complied with all of the obligations of such member in terms of these articles;
 - 8.2.4 the provisions of Article 109 have been complied with;
 - 8.3.1 he first offers his property to the developer who, for a period of 14 days calculated from the date of receipt of the offer, shall have the right to



purchase the property upon the terms and conditions offered to him;

8.3.2 in the event of the developer failing to exercise their right to purchase the property offered to them by the prospective seller, the prospective seller shall appoint the developer or its agent as sole agent for a period of 6 (six) months to sell his property on the same terms and conditions as per the offer to the developer;

8.3.3 should the prospective seller receive any offer for a lesser amount than what it was offered to the developer, the developer shall have the right to purchase the property on the same terms and conditions contained in the lesser offer.

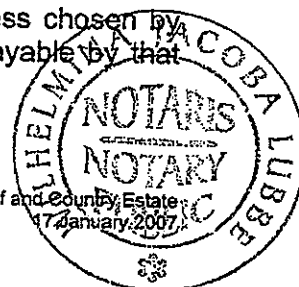
LEVIES

9.1 The trustees may from time to time, impose levies upon the members for the purposes of meeting all the expenses in relation to the common property, facilities and services including the golf course land and the golf course, the club house and all facilities and services thereon, including any swimming pools, tennis courts, etc. and for the payment of all expenses necessarily or reasonably incurred in connection with the management of the Association and its affairs. In calculating the amount of the levies, the trustees shall take into account income (if any) earned by the Association.

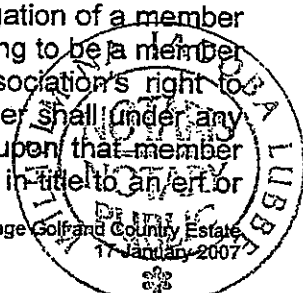
9.2 Municipal rates and taxes will be payable to the Council in accordance with applicable legislation by the owner.

10. The trustee committee shall estimate the amount which shall be required by the Association to meet the expenses during each financial year, together with such estimated deficiency (if any) as shall result from the preceding financial year, and shall impose a levy upon the members equal as near as is reasonably practical to such estimated amount. The trustee committee may include in such levies an amount to be held in reserve to meet anticipated future expenditure not of an annual nature. Every such levy shall be payable by equal monthly instalments due in advance on the first day of each and every succeeding month of such financial year.

11. The trustees shall not less than 30 (thirty) days prior to the end of each financial year give every member at the address chosen by such member a written notice of the contribution payable by that member to such expenses and reserve fund.



12. In the event of the trustees for any reason whatsoever failing to prepare and timeously give notice of the estimate referred to in article 10 above, every member shall until served with such estimate, continue to pay the levy previously imposed and shall after such notice pay such levy as may be specified in the notice, in the manner specified in the notice referred to in article 10 above, together with any arrear levies.
13. The trustees may from time to time impose special levies upon the members in respect of all such expenses as are mentioned in articles 9 above (which are not included in any estimate made in terms of articles 10) and such levies may be imposed in the sum or by such installments and at such times as the trustees shall deem fit.
14. In calculating the levy payable by each member, the trustees shall as far as reasonably practical :
 - 14.1 assign those expenses attributable to a particular erf or unit itself, to the registered owner thereof;
 - 14.2 assign those expenses attributable to a particular sectional title development to the registered owners of units in such development *pro rata* to their participation quota in terms of the particular sectional title scheme;
 - 14.3 assign those expenses attributable to a particular cluster development or group housing development to the registered owners of all erven in such development equally;
 - 14.4 assign those expenses attributable to any other development node (including a single residential development node) to the registered owners of all erven in such development node equally;
 - 14.5 assign those expenses relating to the development generally and/or any other expenses not assigned in accordance with articles 14.1, 14.2, 14.3 or 14.4 above, to the owners of all erven or units equally; provided, however, that the trustees may in any case where the trustees consider equitable to do so, assign to any member any greater or lesser share of such expenses as may be reasonable in the circumstances.
15. Any amount due by any member by way of a levy shall be a debt due by that member to the Association. The obligation of a member to pay a levy shall cease upon that member ceasing to be a member of the Association, without prejudice to the Association's right to recover arrear levies. No levies paid by a member shall under any circumstances be repayable by the Association upon that member ceasing to be a member. A member's successor in title to an erf or

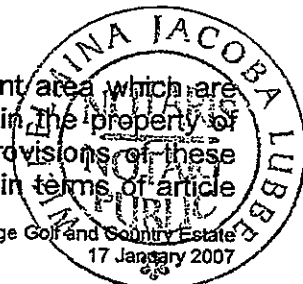


a unit shall be liable as from the date upon which he becomes a member pursuant to the transfer of that erf or unit into his name, to pay the levy attributable to that erf or unit.

16. No member shall be entitled to any of the privileges of membership of the Association unless and until he shall have paid every levy, subscription or other sum (if any) which shall be due and payable to the Association in respect of his membership thereof.
17. The trustees shall be empowered to impose fines in respect of non-compliance with the provisions of these articles and/or to charge interest on any arrear levies and to determine the rate of interest from time to time chargeable upon such arrear levies, which shall be in addition to such other rights as the Association may have in law against the members, provided that such interest shall not exceed the rate laid down in terms of the Usury Act, No. 73 of 1968 or any statutory modification or re-enactment thereof.
18. The trustees may enter into an agreement or agreements with the developer for the provision of a capital sum and/or the transfer of land and/or equipment to the Association in lieu of levies.
19. Should any dispute arise at any time between the members and the trustees in regard to the determination or calculation of the levies, the decision of the auditors for the time being of the Association (acting as experts and not as arbitrators) in regard to such dispute shall be final and binding on the members and the trustees.
20. In the event of any dispute arising in regard to the determination or calculation of any levy, every member shall until the determination of such dispute, pay the levies determined by the trustees.

REPOSIBILITIES OF THE ASSOCIATION

21. The Association shall at all times promote environmental awareness and responsibility within the development and its members from time to time.
22. Management and maintenance of all facilities and private open spaces owned by the Association shall vest in the Association and the management and maintenance of the golf course land, including the golf course, the club house and all other facilities thereon, shall vest in the owner of the golf course land, and the Association shall have no responsibility in this regard.
23. Ownership of land components of the development area which are not incorporated into the development shall remain the property of the developer and shall not be subject to the provisions of these articles unless incorporated into the development in terms of article



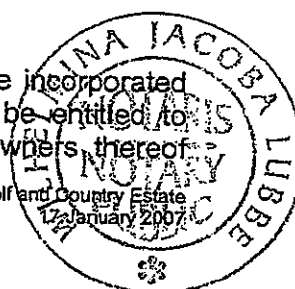
26 below, excluding the golf course land and the golf course, club house, and other facilities thereon in respect of which ownership shall vest in the registered owner of the golf course land.

24. Responsibility for the management and control of the development shall be deemed to have been transferred from the developer to the Association on transfer of the first erf in the development, excluding the golf course land and the club house and other facilities thereon in respect of which the responsibility for the management and control shall remain vested in the registered owner of the golf course land.
25. The Association shall be responsible to the Council in respect of the various facilities and private open spaces forming part of the development should provisions of the approval of the development not be complied with at any stage after such facilities and private open spaces have been transferred to the Association.

ENTRENCHED PROVISIONS

26. The developer has a continuing and permanent interest to ensure that certain basic provisions are entrenched in perpetuity to ensure the success of the development of the development area. Accordingly, none of the following provisions of articles 26.1 to 26.8 (both inclusive) and 35 may be deleted or varied in any way in terms of article 27, without the prior written consent of the developer:
 - 26.1 the members of the Association shall be entitled to be members of the club in accordance with the provisions of articles 35.1 to 35.16 (both inclusive);
 - 26.2 the Association may register, where necessary, various service servitudes across the development in favour of the local authority, the developer and/or the Association, whether in respect of any separate erven, the common property or the golf course;
 - 26.3 the developer has the right at any time to extend or alter the area or composition of the development by requiring the Association to incorporate into the development any part of the development area from time to time which the developer shall be entitled to develop as it may deem fit or by requiring the Association to transfer to the developer any part of the development which is not part of an erf or unit or on which no facilities or amenities are located and to add any further land purchased;

Should any part of the development area be incorporated into the development, the developer shall be entitled to require that the first and all subsequent owners thereof

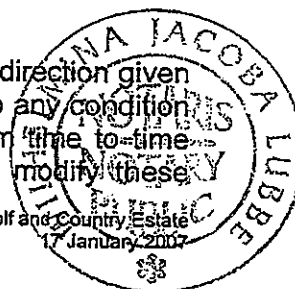


become members of the Association in respect of those parts from such dates as the developer may determine, and on the same terms and conditions as are applicable to the other members of the Association. The members shall be bound by any such requirement of the developer;

- 26.4 no member shall be entitled to object to the subdivision and/or development of any part of the development area provided that such subdivision and/or development is not inconsistent with the development plan approved by the relevant authorities for that part of the development area;
- 26.5 no erf or unit shall be sub-divided or rezoned during the development period without the prior written consent of the developer or without the prior written consent of the Association after the termination of the development period;
- 26.6 the Association shall at all times be entitled to draw electricity from erven adjacent to sprinkler heads in road reserves for the purposes of powering the irrigation system for the verges of such road reserve. The cost thereof shall be borne by the Association but recovered as part of the levy upon members;
- 26.7 ownership of an erf or unit does not confer any right, including that of access, in respect of property owned by the developer, including any right of way or access across such property;
- 26.8 the members acknowledge and agree that the developer, its successor/s in title and its employees have certain rights, including :
 - 26.8.1 rights of access across property owned by the Association and across the golf course land;
 - 26.8.2 the right to develop other areas in the development area in the future, and also the right to share various services with the Association and to connect any parts of the development area to the services in the development.

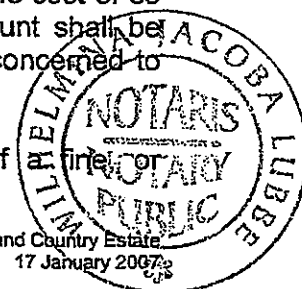
MANAGEMENT AND CONDUCT RULES

- 27. Subject to these articles, to any restriction imposed or direction given at a general meeting of the Association and subject to any condition imposed by the local authority, the trustees may from time to time make management and conduct rules, and vary or modify these



rules and to give authority to have separate rules for cluster housing and residential properties, in regard to :

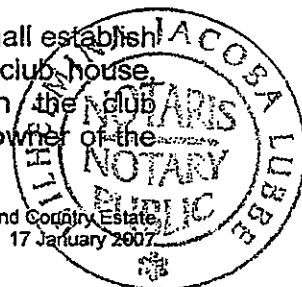
- 27.1 the right to prohibit, restrict or control the keeping of any animal to which they regard as dangerous or a nuisance;
 - 27.2 the conduct of any persons within the development for the prevention of nuisance of any nature to any member;
 - 27.3 the use of services and recreational areas, amenities and facilities (excluding the golf course land and the club house and other facilities thereon) including the right to charge a reasonable fee for the use thereof;
 - 27.4 the maintenance of all buildings, outbuildings, structures, improvements of any nature and landscaping within the development;
 - 27.5 the control of the number of occupiers or residents permitted on any one erf or unit;
 - 27.6 the admission of any person within the development, and the eviction of any person not entitled to be thereon, excluding the members of the club and *bona fide* visitors to the club;
 - 27.7 the furtherance and promotion of any of the objects of the Association and/or for the better management of the affairs of the Association and/or for the advancement of the interests of the members and/or the residents within the development.
 - 27.8 to regulate the appointment of Service Providers within the development.
28. For the enforcement of any of the rules made by the trustees in terms of article 27, or of any of the provisions of these articles generally, the trustees may :
- 28.1 give notice to the member concerned requiring him to remedy such breach within such period as the trustees may determine; and/or
 - 28.2 take or cause to be taken such steps as they may consider necessary to remedy the breach of the rule or provision of which the member may be guilty; and debit the cost of so doing to the member concerned, which amount shall be deemed to be a debt owing by the member concerned to the Association; and/or
 - 28.3 take such action including the imposition of a fine or proceedings in court, as they may deem fit.



29. Should the trustees institute any legal proceedings against any member or resident within the development for the enforcement of any rights of the Association in terms hereof, the Association shall be entitled to recover all legal costs so incurred from the member or resident concerned, calculated as between attorney and client, including tracing fees and collection commission.
30. In the event of any breach of the rules by the members or any member's household or his guests or lessees, such breach shall be deemed to have been committed by the member himself, but without prejudice to the foregoing, the trustees may take or cause to be taken such steps against the person actually committing the breach as they may in their discretion deem fit.
31. If any member disputes the fact that he has committed a breach of any of the provisions of the rules made by the trustees in terms of article 27 or any provisions of these articles, a committee of 3 (three) trustees appointed by the chairman shall adjudicate upon the issue at such time and in such manner and according to such procedure (provided that natural justice shall be observed) as the chairman may direct.
32. Notwithstanding anything to the contrary herein contained, the trustees may in the name of the Association enforce the provisions of any rules by civil application or action in a court of competent jurisdiction and for this purpose may appoint attorneys and counsel as they may deem fit.
33. The Association may in general meeting itself make any rules in regard to any matter and may also vary or modify any rule made by it or by the trustees from time to time.
34. All rules shall be reasonable and shall apply equally to all owners of erven or units put to substantially the same use.

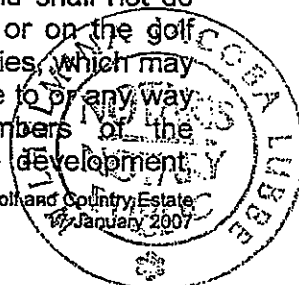
COUNTRY CLUB

35.
 - 35.1 The developer undertakes to entrench the provisions of article 35.2 to 35.16 (both inclusive) in any agreement between the developer and any subsequent registered owner of the golf course land and to ensure that same is also included in the constitution of the Golf Club operating the Golf Course.
 - 35.2 The registered owner of the golf course land shall establish and maintain a club for the golf course, the club house, and the club facilities in accordance with the club constitution to be drawn up by the registered owner of the



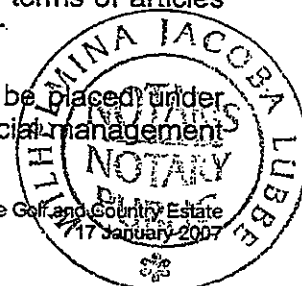
golf course land which constitution shall not derogate in any way from the provisions of this article.

- 35.3 The registered owner of the golf course land shall at its cost manage and control the club, the golf course, the club house and the club facilities to a high standard and in accordance with the standards contemplated in article 35.
- 35.4 The registered owner of the golf course land shall be responsible for the security of the golf course and the club house.
- 35.5 The registered owner of the golf course land shall at its cost insure and keep insured the golf course, the club house and all other facilities thereon in the names of the registered owner of the golf course land, the developer and the Association for their respective interests for their full replacement cost against the risk of loss, destruction, or damage by fire, storm, flood or any other cause whatsoever, and shall submit to the developer and the Association proof of payment of all premiums and other amounts payable in respect of such insurance.
- 35.6 The registered owner of the golf course land shall be obliged to give one family membership of the club to each registered home owner (hereinafter referred to as 'shareholder member/s') by way of shareholding in a company to be formed or in any other way it may elect. It shall also be entitled to sell life memberships and corporate memberships and family memberships or any other form of membership as they deem fit.
- 35.7 The registered owner of the Golf Course shall in its sole discretion determine the membership entry fee, payable by subsequent Purchasers / Registered owners of erven.
- 35.8 The registered owner of an erf shall be obliged to become and remain a member of the Golf Club.
- 35.9 Subject to the provision of Section 35.7 the membership of the home owner members shall not be transferable except to the person to whom the erf or unit owned by the home owner member is transferred.
- 35.10 The registered owner of the golf course shall determine the annual membership fee of each class of member from time to time in its sole discretion.
- 35.11 The registered owner of the golf course land shall not do anything or permit anything to be done in or on the golf course, the club house and/or the club facilities, which may be or may become a nuisance or annoyance to or in any way interfere with the comfort of the members of the Association or any other occupants of the development.



provided that up to two professional events over a maximum of five days can be held in each calendar year at which the public will have controlled access to the golf course and the club house. The registered owner of the golf course shall have two daily four-ball tee-off times open for it to utilise as it sees fit.

- 35.12 Should any special events be held on the golf course or in the club house or the club facilities, the registered owner of the golf course land shall ensure that the provisions of article 35 are observed in accordance with criteria comparable to other golf courses which host similar professional events, and that there is adequate security, traffic control and parking for such event.
- 35.13 The registered owner of the golf course land shall at its cost comply with all laws, title deed conditions and other conditions appertaining to the property, the club and the club facilities, including town planning conditions, conditions of rezoning, subdivisions, environmental laws, liquor licensing laws, and fire regulations.
- 35.14 Should the golf course, the club house and/or the club facilities be destroyed or damaged by any cause whatsoever, the registered owner of the golf course land shall at its cost reinstate the same substantially to its previous state as soon as possible in the circumstances or to reinstate the same in an amended form with the written approval of the developer and the Association, which approval shall not be unreasonably withheld.
- 35.15 Should the registered owner of the golf course land :
- 35.15.1 commit any breach of any of the provisions of article 35.1 - 35.16 (both inclusive) and fail to remedy such breach within a reasonable time after receipt of written notice from the developer and/or the Association to remedy such breach; or
- 35.15.2 repeatedly breach any of the provisions of articles 35.1 to 35.16 (both inclusive) in such manner as to justify the developer and/or the Association in holding that the conduct of the registered owner of the golf course land is inconsistent with the intention or ability of the registered owner of the golf course land to carry out the terms of articles 35.1 to 35.16 (both inclusive); or
- 35.15.3 commit an act of insolvency or be placed under sequestration, liquidation or judicial management (whether provisional or final)



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

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

35.15.5 Should the Developer not exercise its rights in terms of this article within a reasonable time then the Association shall have the same rights as per article 35.15.4 above; or

35.15.6 in the case of article 35.15.1 above, the Association shall be entitled to remedy such breach and immediately recover from the registered owner of the golf course land the total costs incurred by the developer and/or the Association in doing so.

35.16 If at any time the golf course, the club house, and/or the club facilities cease to be used for the purposes of a golf club as contemplated in articles 35.1 to 35.16 (both inclusive), then and in that event ownership of the golf club shall vest in the Association and shall be transferred to the Association at its cost, free of any consideration.

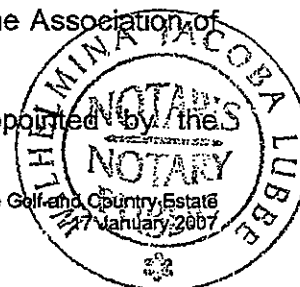
TRUSTEES

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

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

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

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

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

38. The first trustees shall on registration of the Association, and after due consultation with the members in regard to the appointment of the member trustees, be appointed in writing by the majority of the subscribers to the memorandum of association of the Association.
39. A trustee shall be a natural person and shall not necessarily be a member of the Association. A trustee, by accepting his appointment to office, shall be deemed to have agreed to be bound by all the provisions of these articles.
40. The trustees shall appoint one of their number to act as chairman for such term as they think fit, but not for longer than such person's tenure as a trustee. During the development period, the chairman shall be one of the developer trustees, unless the trustees otherwise agree.

REMOVAL AND ROTATION OF TRUSTEES

41. Save as set out in article 43 below, each trustee, except for the developer trustees who shall not be required to rotate on an annual basis, shall continue to hold office as such from the date of his appointment to office until the annual general meeting next following his said appointment, at which meeting each trustee shall be deemed to have retired from office as such but will be eligible for re-election to the board of trustees at such meeting.
42. A trustee shall be deemed to have vacated his office as such upon :
- 42.1 his having become disqualified to act as a director in terms of the provisions of the Companies Act;
- 42.2 his being removed from office as provided in section 220 of the Companies Act;
- 42.3 his estate being sequestrated, whether provisionally or finally;
- 42.4 the commission by him of any act of insolvency.

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- 42.5 his conviction for any offence involving dishonesty or any other serious criminal offence;
- 42.6 his becoming of unsound mind or being found lunatic;
- 42.7 his resigning from such office in writing;

provided that anything done in the capacity of trustee in good faith by a person who ceases to be a trustee, shall be valid until the fact that he is no longer a trustee has been recorded in the minute book of the Association.

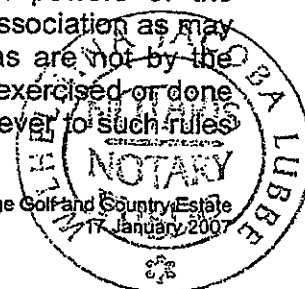
- 43. Upon any vacancy occurring in the trustees prior to the next annual general meeting, the vacancy in question shall be filled by a person nominated by those remaining for the time being of the trustees. Whilst developer trustees are in office, the remaining developer trustees shall nominate a person to fill any such vacancy in their number.
- 44. The developer may remove and replace any developer trustee at any time upon written notice to the remaining trustees.

TRUSTEES' EXPENSES AND REMUNERATION

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

POWERS OF TRUSTEES

- 47. Subject to the express provisions of these articles and this right of the developer to appoint the managing agent, the trustees shall manage and control the business and affairs of the Association, shall have full powers in the management and direction of such business and affairs including the right of appointment and dismissal of any managing agent, may exercise all such powers of the Association and do all such acts on behalf of the Association as may be exercised and done by the Association and as are not by the Companies Act or by these articles required to be exercised or done by the Association in general meeting, subject however to such rules



as may have been made by the Association in general meeting or as may be made by the trustees from time to time.

48. Save as specifically provided in these articles, the trustees shall at all times have the right to engage on behalf of the Association the services of accountants, auditors, attorneys, architects, engineers, town planners, managing agents or any other professional firm or person or other employees whatsoever for any reasons deemed necessary by the trustees on such terms as the trustees shall decide.
49. The trustees shall further have the power :
 - 49.1 to require that any construction of any nature within the development shall be supervised to ensure that the provisions of these articles and the rules are complied with and that all such construction is performed in a proper and workmanlike manner;
 - 49.2 to issue an architectural and environmental design and maintenance manual or instructions in respect of the development, subject to the developers approval, and to ensure that such manual is complied with at all times.
50. The trustees shall have the right to vary, cancel or modify their decisions and resolutions from time to time.
51. The trustees shall be entitled to appoint committees consisting of such number of their members and such outsiders, including a managing agent, as they deem fit and to delegate to such committees such of their functions, powers and duties as they deem fit, with further power to vary or revoke such appointments and delegations as the trustees may from time to time deem necessary.
52. The trustees in conjunction with the developer, shall appoint an architectural review committee to exercise the powers set out above in article 49 which may, but shall not necessarily, consist of the following persons :
 - 52.1 At least one representative from each of the development areas namely the retirement village, the freehold golf course and the Wedge;
 - 52.2 A representative from the development company;
 - 52.3 Suitably qualified person/s appointed by the Trustees;
 - 52.4 Selected officials from the Housing and Land Business Unit
Manager of the Nelson Mandela Metropolitan Municipality;



- 52.5 Two registered Design Architects will consult in each meeting as part of the Architectural Review Committee; and
- 52.6 The Environmental Control Officer for the development.
- 52.7 such other members as the trustees may determine.
- 53. Members of the architectural review committee shall not be required to be members of the Association.
- 54. Except for any buildings, outbuildings, structures, additions or alterations to be erected or effected by the developer, all plans for buildings, outbuildings, structures, additions and alterations shall be submitted for approval by the trustees, or any person designated by them for the purpose, who shall not approve such plan unless it shall first have been reviewed by the architectural review committee.

PROCEEDINGS OF TRUSTEES

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

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

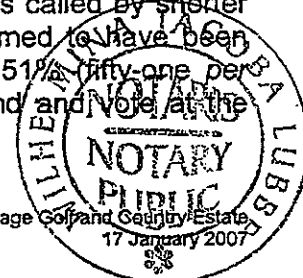
60. A resolution signed by all the trustees shall be valid in all respects as if it had been duly passed at a meeting of the trustees.

GENERAL MEETINGS OF THE ASSOCIATION

61. The Association shall within 6 (six) months after the end of the financial year hold a general meeting as its annual general meeting in addition to any other general meetings during that year, and shall specify the meeting as such in the notices in terms of section 179 of the Companies Act.
62. Such annual general meeting shall be held at such time and place as the trustees shall decide from time to time.
63. All meetings of the members other than annual general meetings shall be called general meetings.
64. The trustees may, whenever they think fit, convene a general meeting. A general meeting may also be convened by the trustees on a requisition made in terms of section 181 of the Companies Act, or should the trustees not do so, may be convened by the requisitionists as provided for by and subject to the provisions of that section.

NOTICES OF MEETINGS

65. An annual general meeting and a meeting called for the passing of a special resolution shall be called by not less than 21 (twenty-one) clear days' notice in writing and any other general meeting shall be called by not less than 14 (fourteen) clear days' notice in writing. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given, and shall specify the place, the day, and the hour of the meeting and shall be given in the manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Association in general meeting, to such persons as are, under these articles, entitled to receive such notices from the Association; provided that a meeting of the Association shall notwithstanding the fact that it is called by shorter notice than that specified in this article, be deemed to have been duly called if it is so agreed by not less than 51% (fifty-one per centum) of the members having a right to attend and vote at the meeting.



66. The annual general meeting shall deal with and dispose of all matters prescribed by the Companies Act, the consideration of the annual financial statements, the election of trustees, the noting of the levy for the financial year during which such annual general meeting takes place, the appointment of an auditor, and may deal with any other business laid before it. All business laid before any other general meeting shall be considered special business.

PROXIES

67. A member may be represented at a general meeting by proxy, who must be a member of the Association or a director, member, partner or trustee of that member, save for the developer whose proxy need not necessarily be a member.
68. To be effective at a meeting or adjourned meeting, a proxy together with the original or a certified copy of any power of attorney or other authority under which it is signed, must be lodged with the Association at least 24 (twenty-four) hours before the commencement of the meeting or adjourned meeting concerned, but the trustees may from time to time determine that such documents :
- 68.1 are to be lodged at a particular place; or
- 68.2 are to be lodged a certain number of hours, not exceeding 48 (forty-eight) in all, before the meeting; or
- 68.3 may be lodged at any time before or during the meeting.

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

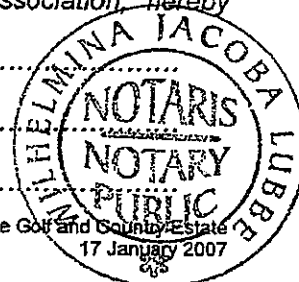
69. A proxy shall be valid for an indefinite period unless it is stated on the proxy that it is only to be valid for a shorter period.
70. The instrument appointing a proxy shall be in the following form or as near thereto as circumstances permit:

"WEDGEWOOD HOME OWNERS' ASSOCIATION

I,
of
being a member of Wedgewood Home Owners' Association, hereby
appoint:

..... of
or failing him
..... of
or failing him
..... of

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as my proxy to vote for me and on my behalf at the annual general meeting (or otherwise as the case may be) of the Association to be held on the day of and at any adjournment thereof as follows :

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

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

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

Signed this day of

.....

Signature

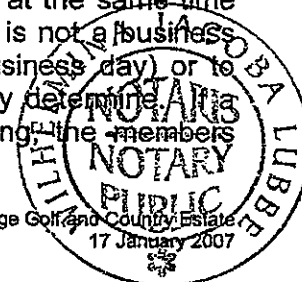
(Note: A member entitled to attend and vote is entitled to appoint a proxy to attend, speak and on a poll vote in his stead, and such proxy shall be a member of the Association or a director, member, trustee or partner of a member, except for the developer.) "

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

QUORUM.

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

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ADJOURNMENT BY CHAIRMAN WITH CONSENT OF MEETING

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

VOTING RIGHTS OF MEMBERS

74. Members shall be entitled to vote only on the matters raised at every general meeting.
75. At every general meeting :
- 75.1 each member, present in person or by proxy and entitled to vote, shall have one vote for each erf or unit registered in his name;
 - 75.2 if an erf or unit is registered in the name of more than 1 (one) person, then all such co-owners shall jointly have only one vote;
 - 75.3 during the development period, the developer shall be entitled to 3 (three) times the total number of votes of all the other members of the Association.
76. Save as expressly provided for in this articles, no person other than a member and who shall have paid every levy and other sum (if any) which shall be due and payable to the Association in respect of or arising out of his membership and who is not suspended, shall be entitled to be present or to vote on a question, either personally or by proxy, at any general meeting.
77. Voting at general meetings shall take place by way of a show of hands unless on or before the declaration of the result of the show of hands a poll is demanded according to law.



78. Resolutions shall be passed by simple majority vote, save with respect to amendments of these articles, as provided for in article 122 hereof.
79. If a poll is duly demanded, it shall be taken in such manner as the chairman of the meeting may direct either at once or after an interval or adjournment.
80. If any difficulty or dispute arises regarding the admission or rejection of a vote or regarding any other matter, such difficulty or dispute is to be determined by the chairman whether or not scrutineers have been appointed to count the votes and his decision shall be final and conclusive.
81. A vote cast under a proxy, power of attorney, or other authority which has been revoked shall nevertheless be valid unless :
- 81.1 written notice of the revocation is received by the Association prior to the meeting concerned;
- 81.2 the chairman of the meeting agrees to accept written or oral notice of such revocation at the meeting.
82. No objection shall be raised to the admissibility of any vote except at the meeting or adjourned meeting at which the vote objected to in cast and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the chairman of the meeting, whose decision shall be final and conclusive.
83. A declaration made in good faith by the chairman of a general meeting to the effect that, either on a show of hands or a poll, a resolution has or has not been passed (whether by a simple majority, a specific majority or unanimously) shall be final and conclusive and the resolution shall be deemed to have been so passed or not passed, as the case may be.
84. Any resolution which could be passed at a general meeting (other than a special resolution or a resolution to remove a director or auditor) may be passed without a meeting being held if one or more copies of the resolution are signed by or on behalf of all the members entitled to vote.

ACCOUNTING RECORDS

85. The trustees shall cause such accounting records as are prescribed by section 284 of the Companies Act to be kept. Proper accounting records shall not be deemed to be kept if there are not kept such accounting records as are necessary fairly to present the state of



affairs and business of the Association and to explain the transactions and financial position of the trade or business of the Association.

86. The accounting records shall be kept at the registered office of the Association or at such other place or places as the trustees think fit, and shall always be open to inspection by the trustees.
87. The trustees shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounting records of the Association or any of them shall be open to inspection by members not being trustees, and no member (not being a trustee) shall have any right of inspecting any accounting records or documents of the Association except as conferred by the Companies Act or authorised by the trustees.
88. The trustees shall from time to time, in accordance with sections 286 and 288 of the Companies Act, cause to be prepared and laid before the Association in general meeting such financial statements as are referred to in those sections.
89. A copy of the annual financial statements which are to be laid before the Association in annual general meeting shall, not less than 21 (twenty-one) days before the date of the meeting, be sent to every member of the Association and the Registrar of Companies: provided that this article shall not require a copy of those documents to be sent to any person of whose address the Association is not aware.
90. An auditor shall be appointed in accordance with Chapter X of the Companies Act.

SERVICE OF NOTICES

91. Notices may be given by the Association to any member either personally, or by sending it by post in a prepaid letter addressed to such member at his registered address or at the address (if any) within the Republic of South Africa supplied by him to the Association for the giving of notices to him.
92. Notice of every general meeting shall be given:
 - 92.1 to every member of the Association;
 - 92.2 to the auditors for the time being of the Association;
 provided that no other person shall be entitled to receive a notice of general meetings.



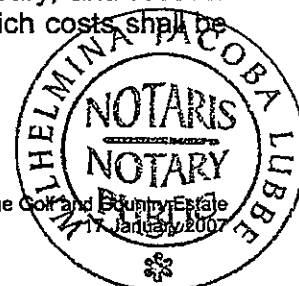
93. Any notice by post, fax or e-mail shall be deemed to have been served at the time when the letter containing the same was posted, faxed or e-mailed and in proving the giving of the notice by post, fax or e-mail it shall be sufficient to prove that the letter containing the notice was properly addressed and posted, faxed or e-mailed.
94. The signature to any notice given by the Association may be written or printed, or partly written and partly printed.
95. When a given number of days' notice or notice extending over any other period is required to be given, the days of service shall not be counted in such number of days or period.

INDEMNITY

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

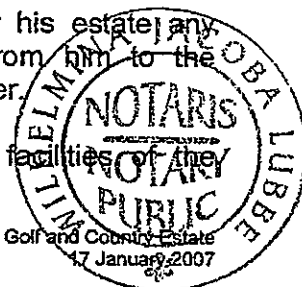
GENERAL

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

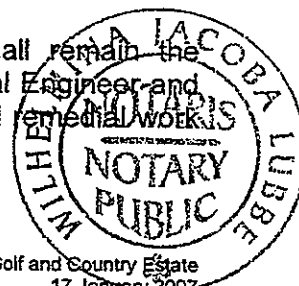


The trustees shall be obliged in giving such notice to act reasonably. In the event of any dispute, the member shall bear the onus of establishing that the trustees acted unreasonably.

99. The member shall within 2 (two) years after registration of transfer commence to erect and within 3 (three) years, complete a dwelling house on the property in accordance with plans and specifications approved by the home owners' association.
100. Should the member fail to comply with the provisions of article 99, the developer shall be entitled to give the member 120 (one hundred and twenty) days notice in writing to commence the erection of such dwelling house and if the member fails to comply with such notice the developer shall forthwith be entitled (but not obliged) to repurchase the property from the member at the same price at which the property is sold to the member in terms of the deed of sale.
101. Should the developer elect not too exercise his/her rights in terms of article 99 above, the member shall be oblige to pay triple the levies as determined by the home owners' association.
102. No member shall be entitled to subdivide or rezone any erf during the development period without prior written consent of the developer and thereafter without the prior written consent of the trustees.
103. No member or other person shall be entitled to sink or use any boreholes within the township during the development period without the prior written consent of the developer and thereafter without the prior written consent of the trustees.
104. The Association may enter into agreements with any third party for the provision of facilities and services to or for the members and may levy charges in respect of the provision thereof, or may pass on such costs direct to the members.
105. The provisions of these articles shall be binding upon all members and, insofar as they may be applicable to all persons occupying any erf or unit by, through or under any member, whatever the nature of such occupation.
106. No member ceasing to be a member of the Association for any reason shall (nor shall such member's, executors, curators, trustees or liquidators) have any claim upon or interest in or right to the funds or any property or assets of the Association.
107. The Association may claim from any member or his estate any arrear levies and interest or other sums due from him to the Association at the time of his ceasing to be a member.
108. Any person using any of the services, land or facilities of the Association does so entirely at his own risk.



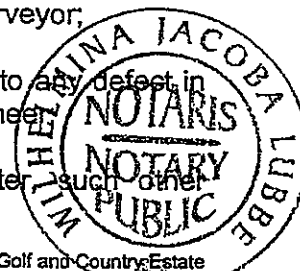
109. Before any erf is transferred, a member who has sold same shall pay to the Association an amount equal to 1% (one *per centum*) of the total consideration payable to him in respect of the sale of his erf to cover administration expenses of the Association in respect of the transfer.
110. The Association shall be obliged to enforce compliance of the Record of Decision issued by the Department of Environmental Affairs dated 26 April 2006 and the conditions imposed by the Nelson Mandela Municipality dated 3 November 2006 and more specifically:
- 110.1 each and every owner of a subdivided portion of the site shall become a member of the Home Owners' Association upon transfer of the subdivided portion. The owner shall ensure that this requirement is included in each member's title deed as a restrictive title deed condition;
 - 110.2 the Home Owners' Association shall have the legal power to levy from each and every member the costs incurred in fulfilling its function; and shall have legal recourse to recover such fees in the event of a default in payment by any member;
 - 110.3 the Home Owners' Association shall accept full responsibility for the access erf, Private Open Space, after development has been complied with as per 4.4 above, and/or any essential services downstream of the point of supply;
 - 110.4 the Home Owners' Association shall accept full responsibility for the maintenance of the water reticulation and any private individual meters as well as the reading of such individual meters;
 - 110.5 the Home Owners' Association shall accept full responsibility for the maintenance of the roads and stormwater system and any combined private sewer systems;
 - 110.6 the Home Owners' Association shall ensure that refuse shall only be collected from a central point abutting a municipal road, to the satisfaction of the Business Unit Manager: Housing and Land;
 - 110.7 the functioning of all private services shall remain the responsibility of the Registered Professional Engineer and the Home Owners' Association including all remedial work of any services;



- 110.8 the Home Owners' Association shall be responsible for street/area lighting;
- 110.9 the Home Owners' Association shall maintain any brick substations required by Council. Council will maintain the equipment within such substations.
- 111. No member shall be allowed to erect or display or allow any "For Sale" signs and/or any sign boards on his/her property.
- 112. The provisions of these articles shall be binding upon all members and, insofar as they may be applicable, to all persons occupying any erf by, through or under any member, whatever the nature of such occupation.

DISPUTES

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

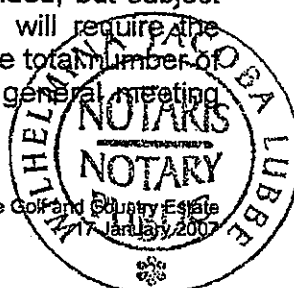


116. If the parties are unable to agree either on the person referred to in article 113 or on the classification of the dispute within a period of 7 (seven) days of either party having given notice to the other, proposing an appointee or alternative appointees, then the person in question shall be nominated by the President for the time being of the Law Society of the Cape of Good Hope or its successor/s.
117. Any person agreed upon and nominated as aforesaid ("the expert"), shall in all respects act as an expert and not as an arbitrator.
118. The proceedings shall be on an informal basis, it being the intention that a decision should be reached as expeditiously as possible, subject only to the due observance of the principles of justice.
119. The parties shall use their best endeavours to procure that the decision of the expert shall be given within twenty one (21) days or so soon thereafter as possible, after it has been demanded.
120. The decision of the expert shall be final and binding upon all parties and capable of being made an order of court on application by any of them.
121. The costs of and incidental to any such proceedings, including the fees of the expert, shall be in the discretion of the expert who shall be entitled to direct the allocation of the costs, and whether they shall be taxed as between party and party or as between attorney and client.
122. The provisions of articles 111 to 119 (both inclusive) constitute the irrevocable consent of the parties to any proceedings in terms thereof and none of the parties shall be entitled to withdraw therefrom or claim in any such proceedings that it is not bound by such provisions.
123. The provisions of article 111 to this article 121 (both inclusive) shall be deemed to be severable from the rest of these articles and shall remain binding and effective as between the parties notwithstanding that these articles may otherwise be cancelled or declared of no force and effect for any reason.

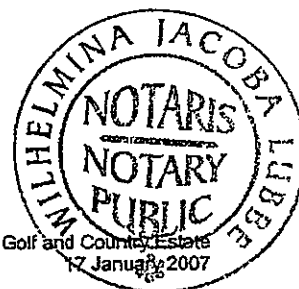
AMENDMENT OF ARTICLES

124. The provisions of these articles may only be amended, but subject always to article 26, by special resolution, which will require the approval of at least seventy five percent (75%) of the total number of votes of members of the Association, given at a general meeting called specifically for such purpose.

WedgeWood Village Golf and Country Estate



125. The notice of such meeting shall, in addition to complying with article 65 hereof, set out in specific terms the proposed amendment of these articles.



Wedgewood Village Golf and Country Estate
17 January 2007



HOUSE RULES

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

1. DEFINITIONS

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

2. DOMESTIC REFUSE

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

3. DOMESTIC ANIMALS

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

4. GENERAL

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

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

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

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

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

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

5. SPORTING FACILITIES OF THE GOLF CLUB

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

6. TRAFFIC

6.1

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

members to operate the vehicle entrance gate themselves.

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

6.2

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

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

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

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

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

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

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

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

7. OPEN SPACES

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

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

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

8. ELECTRICITY SUPPLY

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

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

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

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

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

9. LANDSCAPING

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

10. ACCOUNTS

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

11. SECURITY

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

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



Architectural Guidelines

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1. Purpose of Wedgewood Village Architectural Guidelines (WVAG)

The purpose of the WVAG is to ensure that the original concept and theme proposed for the Wedgewood Village Golf and Country Estate is realized. It aims to outline design parameters and standards that must be adhered to in order to establish the architectural character of the project to assist the individual architects and homeowners with the design and submission process.

It furthermore serves as an implementing tool to be used by the Wedgewood Village Architectural Review Committee (WVARC) and the Wedgewood Village Home Owners Association (WVHOA) in appraising each submission ensuring that all design parameters and regulations during construction are adhered to.

Development rules and regulations in general are in place to ensure that all homeowners have the same rights and obligations while promoting design continuity and cohesion to the scheme. This will serve to enhance the value of all properties in the development.

2. General Provisions

- These Architectural Guidelines are to be read in conjunction with the WVHOA Constitution;
- The WVAG should be read in conjunction with the local authority by-laws (Nelson Mandela Metropolitan Municipality), National Home Builders Registration Council (NHBRC) and the National Building Regulations SABS 0400. It is not intended that the WVAG override these regulations. All details, review and inspection procedures described in these regulations and the design approval process are intended to assist in compliance.

- Plans for all buildings; alterations and additions shall be submitted to WVARC For approval, insofar as aesthetics, design and position are concerned.
- The Design Manual was originally written in October 2004 and may be revised when conditions warrant. Revisions were made in April 2013 and are known as Revision 16.

3. Plan Approval

3.1 *Composition and Duties of the Wedgewood Village Architectural Review Committee (WVARC)*

The WVARC shall include the following members:

- At least one representative from each of the development areas, namely the retirement village, the freehold golf course erven and The Wedge.
- A representative from the Development Company
- Suitably Qualified person/s as appointed by the trustees of the WVHOA.
- One local registered Design Architects.
- The Environmental Control Officer for the development - when required. The

WVARC will ensure that:

- At no stage will any construction work commence on site prior to approvals being obtained from both WVARC and the Nelson Mandela Metropolitan Municipality;
- The building regulations and design parameters set out in the Design Manual are complied with.

3.2 *Procedure for Approval of Building Plans*

Owners are advised that only qualified persons with appropriate affiliation to the South African Council of Architectural Profession (SACAP) will be allowed to act as a Project Architect in the WVGCE Development. Refer to item 9: Plan Submission Form, where the suitably qualified consultant will be required to verify their status by providing the review committee with his/her SACAP membership number.

Five sets of paper prints of municipal approved drawings to be submitted to the WVARC for approval. Full municipal submission drawings as required by municipality for approval by the committee as well as by the local authority. The relevant municipal building application forms to be submitted with the submission. Once the drawings are approved by council a set is to be submitted to:

The Estate Manager
Wedgewood Village Golf and Country Estate Home Owners Association c/o
Herbie Oosthuizen & Associates
P O Box 2810
Mossel Bay
(T) 044 6018700
(F) 044 690 4803
(E) Fiona@holaw.co.za

The WVARC/WVHOA approval fees and the completed Plan Submission Form are to accompany each submission: The fees applicable are as follow, all payable with the Stage 1 submission:

New submission of building plans R2,000.00
Re-submission fees of building plans R1,000.00
(Fees charged per submission)
Repeat submission fees R1,000.00
(Fees charged per submission)

The above fees are excluding VAT and payable on final approval by the WVHOA.

The above fees exclude Municipal scrutiny fees which will be payable directly to the Nelson Mandela Metropolitan Municipality by the applicant.

(Fees to be updated on an annual basis and will be charged to and collected by the WVHOA once in place.)

3.3 Deviation from Guidelines in Design Manual

In the event of any deviation, from the latest release of the Architectural Guidelines, received from any homeowner, approvals shall be sought from all affected neighbors' prior to any decision been taken by the WVARC. An affected neighbor shall constitute any owner that is directly affected by any deviation which may or may not include immediate and distant neighbors'. Only once approval is received from all affected neighbors' will the WVARC assess the proposed deviation upon its merits. A copy of the written permission has to be submitted by the owner at sketch plan stage. Where no neighbors' exist any deviations will be dealt with by the homeowners association in conjunction with the Architect acting on their behalf.

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

In the event of any of the affected neighbors' rejecting the proposed deviation the owner would be requested to adjust the plans to accommodate the extent allowed by his/her neighbors' failing which the latest release of the Design Manual applies.

3.4 Information Required

- 1:100 floor plans, sections and elevations indicating levels, height restriction and building lines;
- The site contour plan to a 1:200 scale complete with 500mm contour survey, all indigenous trees, indicating all site works, paving and the exact positioning of the buildings;
- A clear indication shall be given of the exterior finishes and structure envisaged;
- The completed Plan Submission Form;
- Written permission in the event of any deviation by all affected neighbors';
- Colour scheme of the house;
- Erf number and size;
- North Point;
- Area calculation for each floor, FSI Schedule and Coverage Schedule
- Boundary wall treatment and details.

Building plans and Municipal approval drawings:

Submissions to concur with SANS 10400-1990 revised National building Regulations

- Erf No. and Building Size
- North Point
- Building plans to a minimum scale of 1:100 complete with floor plans, sections, elevations, site works and levels. Fenestration, roof configuration, decks and outside work to be clearly indicated.
- Detailed site plan showing site contours, the position of trees, screen walls and the building with floor levels, roof height and permissible height restriction, namely 8550mm above N.G.L.; Building Lines
- All service installations i.e. Storm water detail, water, sewer and electrical to be indicated;
- The completed Plan Submission Form;
- Letter of appointment by the consulting engineer; (if applicable)
- The application forms for approval of building plans by the Local Authority;
- Whatever technical detail may be required for approval by the Local Authority and in terms of the NBR and NHBC.
- Final colour scheme of house.
- Any deviation from the approved sketch plan to be highlighted and approved.
- The Owner is required to submit a signed copy of the EMP obtained during the purchase of the individual erven. The Contractor will be required to sign the same prior to final approval being granted and construction commences.

General:

- It is the individual home owners architect's responsibility to submit the drawings to the Local Authority for approval once the approval of the WVARC has been obtained;
- The approval of the design by the WVARC is development specific and is still subject to the approval by the Local Authority;
- The project architect and engineer carry the full responsibility as the client's agents for the design and to oversee the construction of the building; Letters of appointment by owners of architects and engineers to be submitted.
- A copy of the drawings approved by the WVARC and Local Authority shall at all times be present on site for cross-referencing during site inspections;
- A set of as-built drawings together with a registered land surveyor's diagram indicating the heights of the roof as well as conformation, to the satisfaction of the WVARC, that the building lines and coverage or approved deviation has been adhered to be submitted on completion of the project.
- A final inspection by the WVHOA will be done once all "As-built" plans are received and checked to ensure that the building and works complies with the approved plans.

4. Regulations during Construction

4.1 Construction Insurance

All contractors shall be approved by the WVHOA. The general contractor and all his subcontractors shall be licensed as required by the relevant Departments, registration with the National Homeowners Building RC (NHBRC) is the minimum requirement. The general contractor shall warrant all materials and workmanship to be good quality and remain so for a period of five years. All contractors shall carry insurance as follows:

- 3.1. Workmen's compensation as required by law.
- 3.2. Public Liability: agreed sum for each accident occurrence.
- 3.3. Property Damage: Agreed sum for any one accident.

The general contractor shall furnish to the owner evidence of the above Insurance and shall secure the same from all subcontractors.

4.2 Builders Deposit

A deposit of R15 000 is to be paid by the owner/contractor of each plot to the WVHOA trust fund prior to commencing with building operations, which is to be used to reinstate any damages that may be caused to the infrastructure & site by the contractor. The site foreman is to ensure that roads are kept clean before and after delivery of ready mix concrete. This deposit will only be released on WVHOA's approval. The contractor must sign the code of conduct as per Addendum A prior to starting construction and adhere to it at all times.

4.3 Road Use Guidelines

The following conditions should be considered for inclusion in the architectural guidelines:

- No vehicle with a Gross Vehicle Mass (GVM) exceeding 5ton/axle to be allowed access to the estate (except service vehicles).
- A road and pavement deposit of R15 000 must be paid to the WVHOA by each plot owner before work may commence. This amount may be used to rectify any damages to the roads, kerbs, paving or verges caused by the builder or suppliers.
- Light vehicles must give way to heavy vehicles. Heavy vehicles must remain on the road surface at all times.
- Light vehicles must give way to heavy vehicles. Heavy vehicles must remain on the road surface at all times.
- The speed limit on the estate is 30km/h.
- Speed restrictions for heavy vehicles to be reduced to 20km/h.
- Double axel vehicles to avoid sharp turning maneuvers.
- Use of vehicles with double axles to be avoided due to the sheer force exerted on the surfacing during turning maneuvers.
- No vehicle to exceed the standard E80 axle loading
- Damaged to road surfaces, sidewalks or verges will be repaired by the HOA maintenance crew. The cost of the repairs will be deducted from the building deposit.

- Spillage of concrete, stone or any other building material to be cleaned by the plot owner, his builder or supplier immediately after spillage occurred. Any damage to road surfaces caused by spilled material left on the road will be repaired at the owner's expense.
- Any damage caused by oil or fuel leaks from vehicles will be repaired at the plot owner's expense.
- No concrete or mortar may be mixed on the road surface or in the road reserve.
- Details of the driveway position and specification to be submitted with the building plans.
- Protective material must be placed under supports of crane trucks, cranes or concrete pump vehicles to prevent damage on the verge, asphalt and paved surfaces.
- The plot owner will be liable for any damages caused by his builder, suppliers or any other person associated with the construction on his property.

4.4 Security

All of the contractor's and subcontractor's workers must enter the Wedgewood Village Golf and Country Estate in an approved vehicle with a temporary access token or ID document.

Each contractor shall be held responsible for maintaining security regarding the existing property on the site. A full time, qualified and responsible foreman shall be placed in charge of each building project. All construction workers are to be easily identifiable with a specific building project, i.e. wearing company overalls etc. Strict site control shall be exercised to prevent excessive damage to the natural vegetation by workers and by building operations.

4.5 Sanitary Provision (Toilet Facilities)

Building contractors shall make adequate and proper provision for their employees for sanitary facilities, cooking and eating areas in terms of the Health and Safety Act. Only chemical toilets will be allowed. These facilities must be screened off with 80% green/black shade cloth at 1.8 meter high and positioned in predetermined areas preferably away from neighbors'. The position of these to be done in consultation with the WVARC. Screens to be properly maintained.

4.6 Construction Debris (Litter control)

The contractor shall furnish refuse containers and, at all times, shall keep the site free from accumulation of rubbish and building refuse. The building site is to be screened off with a combination of 100 diameter gum poles stabilized with a 1:4 cement soil mix at least 800mm into ground at 3000mm centers and 1800mm high above ground, the corners are too braced with gum poles 45 degrees, to this fix straining wires at 600mm centers. Using a carpet needle and twine sew 60% green shade cloth to the pole uprights as well as the top, center and bottom straining wires. This will constitute the hoarding and will be able to withstand strong winds and is to remain taut and erect for the duration of the construction process. All materials stored on site as well as construction refuse must be contained on the erf within the screened off area. The erf must be cleared of all building debris and which must be disposed of legally, prior to the contractor leaving the site. Tools, construction equipment, machinery, and surplus materials shall be removed from the site. The WVHOA will charge the contractor for any clean-up they have to perform on behalf of the contractor.

4.7 Vegetation and the Environmental Management Plan (EMP)

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

All construction work to comply with the Environmental Management Plan (EMP).

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

4.8 Working Hours, Construction Noise and Dogs

Construction activities shall not take place from 12h00 noon. (Golf Competitions) neither on Saturdays nor on Sundays. Holiday hours shall be announced by the WVHOA. Blasting, drilling, hammering, or any other activity that causes noise pollution shall be strictly during normal working hours as per the Local Authority and the WVHOA requirements. Radios are not allowed on construction sites.

Guard dogs on construction sites must be on a leash or under control of the owner at all times. The contractor is responsible for any noise or damage caused by any animal brought onto the site and for cleaning up after the animal. The contractor shall remove an animal if requested by the WVHOA.

4.9 General

- No sand, cement, oil, fuel, paint etc. shall be allowed to be washed into the storm water system, roads, etc.
- Dust must be properly controlled by means of wind barriers and wetting down;
- No burial or burning of refuses will be allowed on any erf or property of the WVHOA;
- Cement must be mixed on mixing boards, and not directly onto the natural ground surface;
- Wind proof and rodent proof refuse bins shall be provided by the contractor on each building site;
- Any damage to the services caused by the contractor or the sub-contractors will be for their account.
- The main contractor will be liable for the final cleaning of the site and roads to the satisfaction of the WVHOA.
- The main contractor may be instructed by the WVHOA to cease/stop all construction work should the contractor and/or the owner be in contravention of the rules and regulations as set out in this Architectural Guidelines;
- Construction vehicles are to park in such a manner as to provide free unobstructed traffic flow at all times.

5. Site Development Plan

5.1 Positioning of Buildings

Owners of the individual sites will be required to do a proper and detailed site survey with contours at 500mm intervals indicating the position of the house footprint. The positioning of the house is to be carefully planned within the confines of the building lines / restrictions as referred to under the Design Parameters section. An accurate site layout shall be submitted at both approval stages. All houses situated on erven with street boundaries (excluding panhandles & irregular shaped erven) must be positioned orthogonal in relation to the street. Houses on irregular shaped properties will be assessed and approval based on individual design merit.

5.2 Refuse

Proper provision shall be made for the storage of house hold refuse at each house and removed to the common development refuse area from where it will be removed by the local authority or HOA.

5.3 General

- All site development to take place in accordance with the approved development plan;
- No building plans shall be eligible for submission to the Local Authority for approval prior to approval been granted by the WVARC. Approval will be given in the form of the submitted drawings been signed and stamped by the authorized persons from the WVARC and a letter confirming the approval and possible outlining further suspense conditions;
- The home owner remains responsible for any development on their erf, including any damage that may result directly linked or indirectly linked to the building activities;
- The owner shall ensure that the main contractors including his sub-contractors are aware of all regulations and conditions of construction;
- No second dwelling may be constructed on one site;
- Outbuildings and garages may not be built before the main dwelling; No

work may be commenced on site until:

- Plans have been approved by the WVARC and the Local Authority. A copy of the approved stamped drawings must be submitted to the WVARC for record purposes before site handover may commence;
- The contractor has entered into an agreement with the Owner and the WVARC with regards to damage to road and sidewalks, and other existing services and vegetation. A pavement deposit, to the value stipulated in item 4.2 must also have been paid over to the WVHOA's trust account;
- No building may be occupied until the individual home owners Architect has certified that it is complete and is in accordance with the approved drawings. A Certificate of Occupancy issued at the completion of the house by the Local Council will be required by the WVHOA and will be necessary for a house to be placed in a rental pool;
- A detailed Health and Safety plan must be in place on site at all times. A notice board illustrating the contact numbers of the responsible Health and Safety officer as well as the main contractor must be erected at the entry of an enclosed building site.
- Written consent from neighbors' required at sketch plan stage if a garage is planned on the boundary.
- A signed copy of the EMP by both the Owner and Contractor to be submitted to WVARC and WVHOA prior to commencement of any construction. A copy of the EMP and methodology statement to be kept on site at all times.

6. Town Planning Parameters

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

6.1 Boundary Pegs

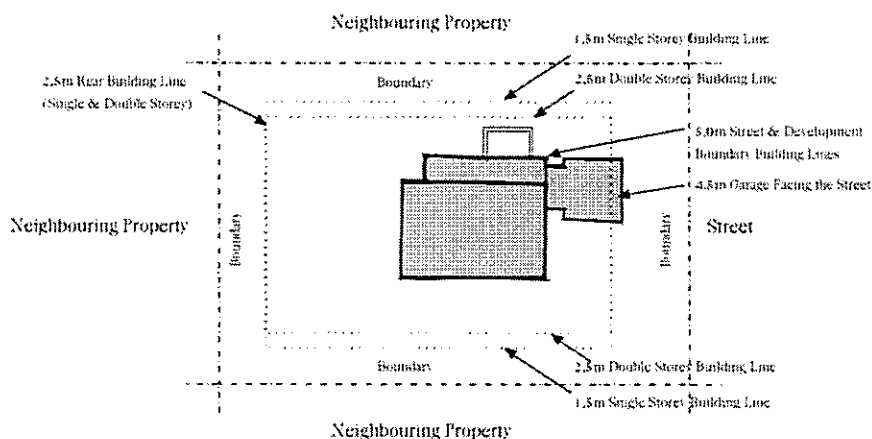
The builder is required to obtain a Beacon Certificate from a registered Land Surveyor prior to the commencement of any building work on site. This is the responsibility of the owner / builder. No other party/s including the Developer and the WVHOA will be liable for incorrect positioning of boundary pegs.

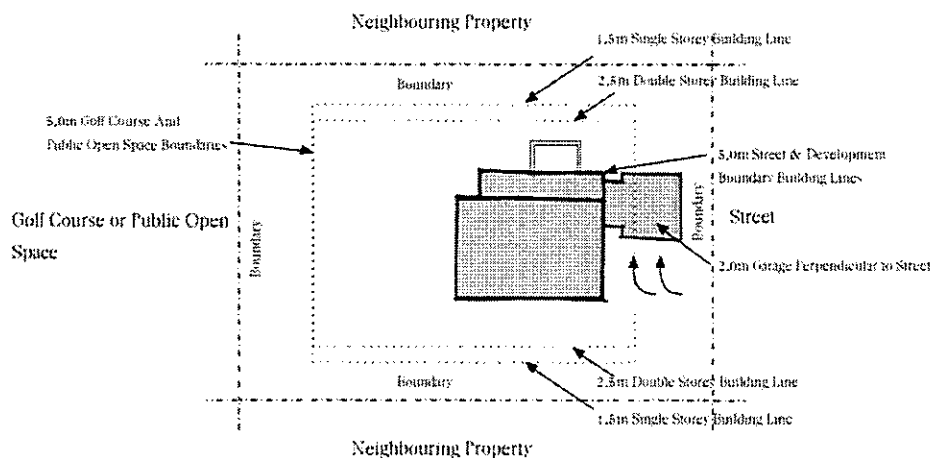
6.2 Building Lines

The building lines for all the erven in the development will be as follow: Street and Development boundary building lines:

Side / Lateral boundary building lines (Single Storey):	1,5 meters either side
Side / Lateral boundary building lines (Double Storey):	2,5 meters either side
Rear boundary building lines (Single and Double Storey):	2,5 meters;

Garages facing the street:	4,5 meters;
Garages opening perpendicular to the street:	2 meters;
Golf course and Public Open Space boundaries:	5 meters.





All common and maintenance buildings will be positioned by the Estate Architect.

Erven at the end of a row onto the golf course or public open space will be allowed to have a lateral building line of 2.5m on that side.

Verandahs, balconies, covered decks and patios, staircases, gazebos, etc. are considered to be part of the buildings and must be within the building lines. Garages may be built up to the boundary line if the neighbor has given consent in writing. No rainwater run-off will be allowed onto an adjacent erf.

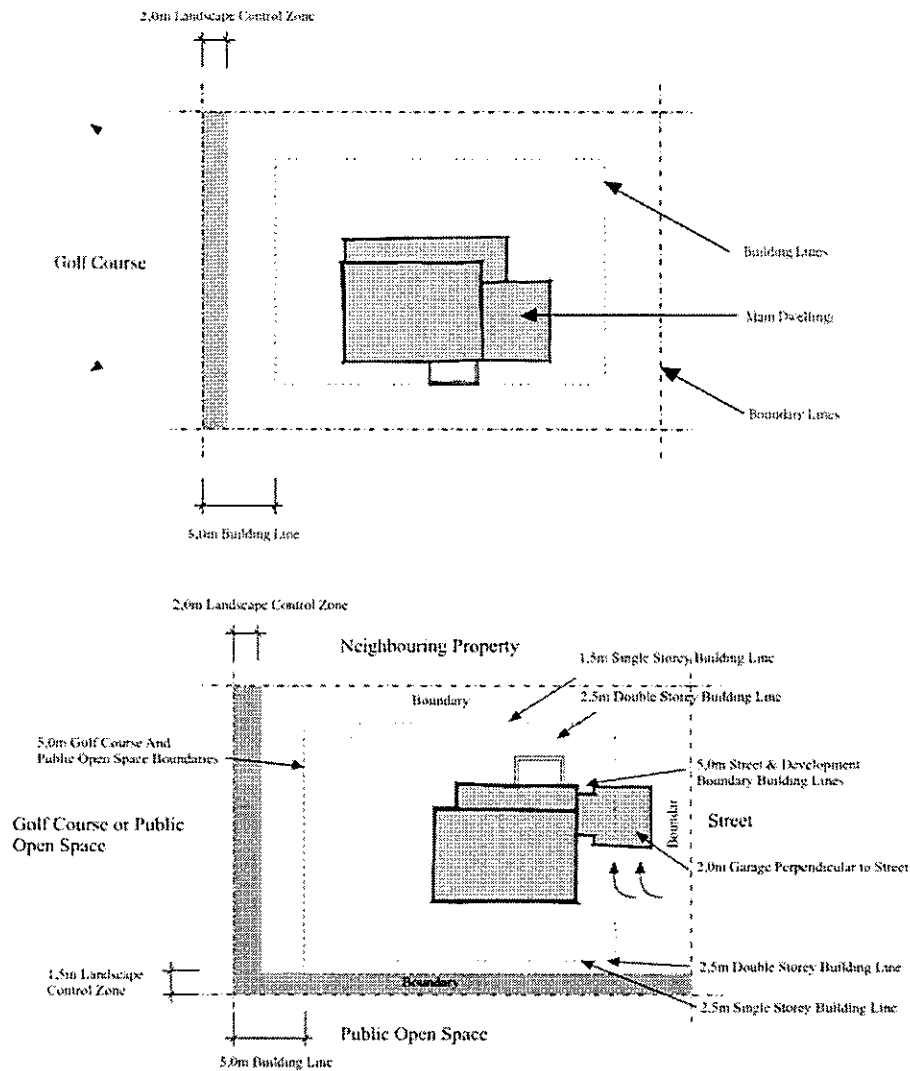
Any component generally not forming part of the coverage calculation i.e. a pool or open patio may be built closer to the boundary line, approval of which is at the sole discretion of the WVARC and council.

No windows will be allowed in any wall, which is less than 1,5 meters from any boundary.

6.3 Public space and Golf Course Interface

All erven bounding on defined public open space and /or the golf course are compelled to be defined by means of low plantings. They are furthermore compelled to have a 5 meter building line, of which the first 2 meters is a prescribed landscaped control zone.

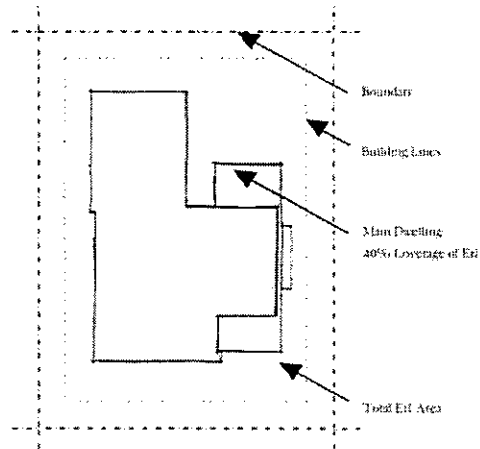
The architecture of any building facing the golf course and POS areas should be designed in such a manner as to soften / minimize the visual impact.



6.4 Coverage and Maximum Floor Area

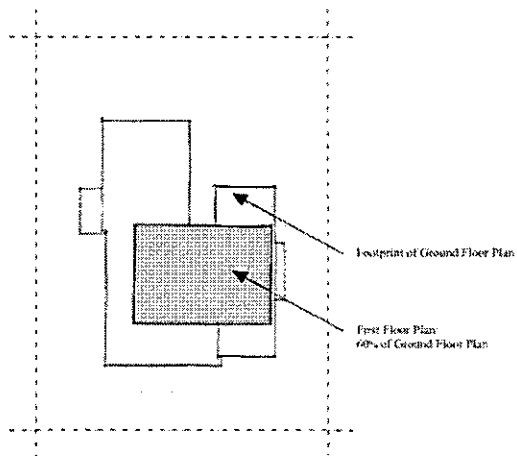
The maximum coverage allowed for all covered elements (including verandahs and other open covered areas), is 40% of the area of the erf and must be within the confines of the building lines. A maximum total floor area / Floor Space Index (FSI) for ground and first floor of 0,6 of the total erf area is permitted provided it falls within the allowable coverage. A minimum covered building area of 110sqm for the Retirement Village and a minimum of 180sqm are allowed for the golf course erven. Consolidation of three or more erven will not be allowed.

Designers are requested to take cognizance of and protect existing indigenous vegetation.



6.5 First Floor Plan

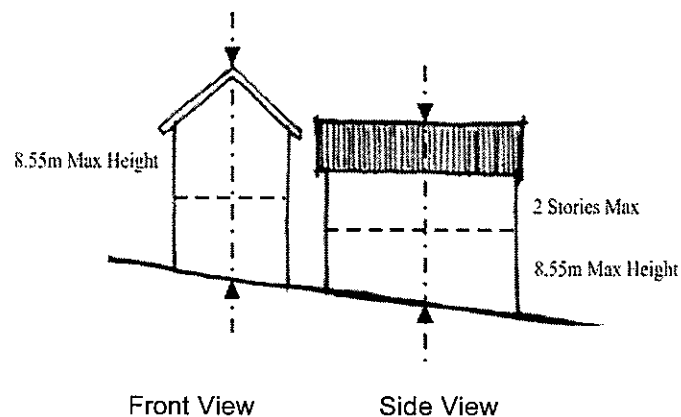
The covered area of the first floor plan shall not exceed 60% of the ground floor plan.



6.6 Height of Buildings

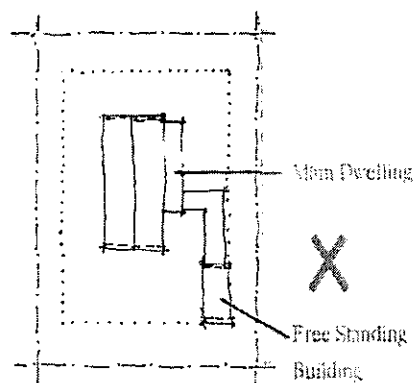
The maximum height of any dwelling / permanent residential building or part thereof is 8,55 meters and should be calculated at the highest point of the building structure i.e. the apex of a dual pitched roof or the top of a parapet wall to the original natural ground level directly below the point of measure. The height of chimneys will be subject to approval by the WVARC and local authority.

No buildings may exceed 2 storey's. Lofts will be subject to special WVARC and council approval and should be treated as an inherent part of the roof structure without increasing the height of the building. The loft area will be regarded as part of the total area allowed as per paragraph 6.3.



6.7 Domestic Staff Quarters and Second Dwellings

There shall be no more than one dwelling unit per erf. No free standing staff quarters and / or second dwellings will be permitted. Freestanding garages, carports, store rooms and entertainment areas / rooms will be allowed.



6.8 Retaining structures

Retaining structures must be faced in natural stone or in plastered and painted brickwork.

Where extensive retaining is required, a series of terraces with several lower walls is preferable to minimize the visual impact from the public areas. No terrace may exceed 1,5m above the adjacent ground level and not less than 3m wide. Retaining walls forming internal courtyards (*not visible from the golf course*) may be more than 1,5m if required.

7. Design Parameters

7.1 Architectural Concept / Theme

The architectural theme embodies a relaxed and proportionate architectural scale typically found in the country side and inland areas of South Africa. The concept is characterized by simplistic and honest forms with massing directly related to function without undo ornate embellishment. The advancement in building techniques and materials however allow the expression of the architecture to be contemporary and have an air of lightness combined with the traditional solid and introverted architecture.

The overall theme for the Wedgewood Village Golf and Country Estate development can best be described as "Eastern Cape Vernacular" architecture.

Buildings may have a smooth or bagged plastered exterior finish. Components such as timber pergolas, decks, boardwalks, covered verandahs, etc. All contributes to the relaxed lifestyle on the estate.

The design manual and the WVARC are predominantly concerned with the exterior aesthetics of building in the development as a whole. Owners are allowed to have their own individualistic expression on the interior of their homes. NB certain standards will be set for interior finishes should an owner wish to have their house form part of a rental pool scheme.

The use of design tools such as form, mass, scale, material selection and natural colours with the emphasis is on designing sensible buildings that are responsive to its topography and climate creating integrity in group form is encouraged rather than competing with neighbors.

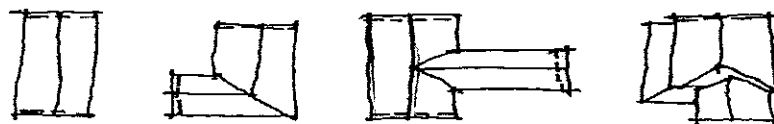
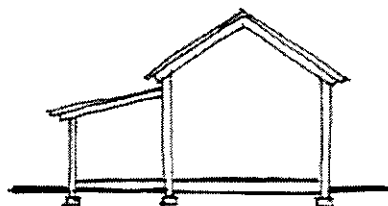
A contemporary, timeless architecture is envisaged and historical references, where used, are to be with an understanding of those references and their validity in a contemporary condition.

'Fashionable' trends that tend to date are not encouraged and will not be supported by the WVARC.

Re-evaluation of the standards set in this design manual may be necessary from time to time as special and specific needs arise.

7.2 Building Form and Massing

Plan forms should be simple geometric forms complementing the usage of the spaces. Composite plan forms must consist of 90° angles on the exterior throughout except where a square addition is planned at 45°. The permissible expressed width of any plan should be 7 meters or less.

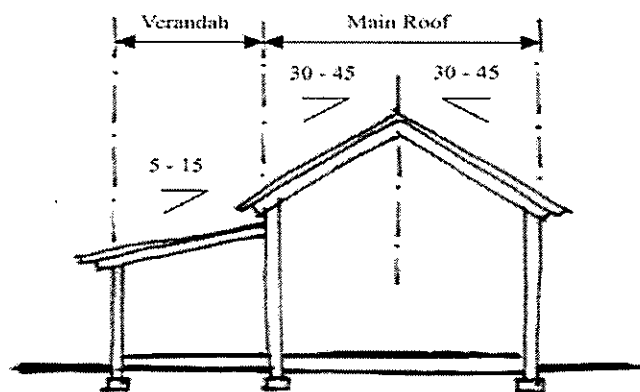


Max Width: 7.0m

7.3 Roof Construction and Finish

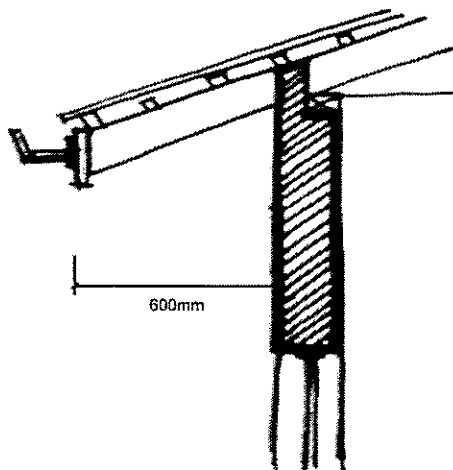
Roof finishes in combination will be allowed to achieve the desired architectural effect and development theme. All pitched roofs to be a minimum of 30 degrees and a maximum of 45 degrees and shall be dual pitched. Main roofs must be symmetrical about their peaks. Truncated hips are allowed and standard hips or simple gables will be accepted.

Lean-to-roof sections will only be allowed when used over verandahs and covered porch and stoop areas or where it is abutting vertical walls. These may vary in pitch between 5 and 15 degrees.



Flat roofs will only be permitted when forming a connection between two or more isolated simplistic geometric forms. Any flat roof is limited to a minor element within the overall composition of buildings on a site.

Fascias, if any, must completely cover rafter tails with colour to be approved by WVARC. The uses of pergolas to soften the building edges are encouraged. Eaves may be closed or open. Roofs may project over the walls by a maximum of 600mm.



(Sketch N.T.S)

Permitted roof finishes include:

- Victorian profile: Traditional corrugated galvanized iron, aluminum or chromadek metal sheeting in a dark grey tone of colour.
- Brown built or similar ribbed profile in galvanized iron, aluminum or chromadeck metal in dark grey tone colour.
- La Farge Elite through colour concrete roof tiles in matt black colour.

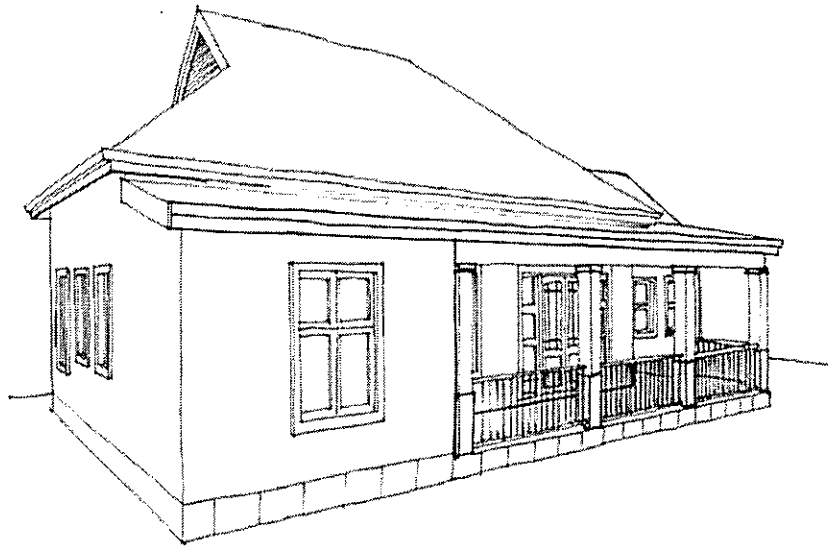
The roof material chosen for a particular erf / property should be consistent. IBR sheeting and any other material not listed will not be allowed.

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

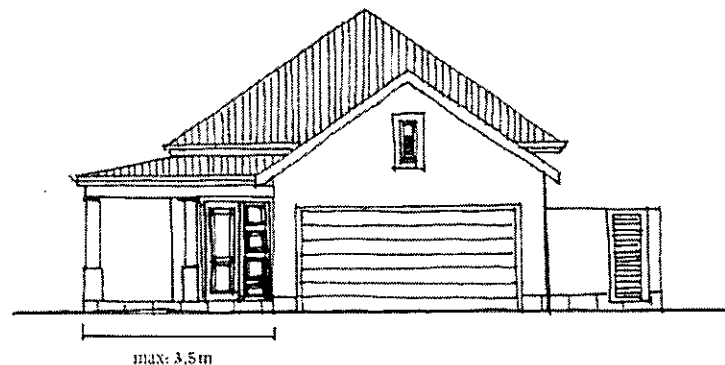
Barge boards in timber or F.C to be fitted with a recessed shadow line runner painted dark grey or black of max 38mm width against the gable walls. Barge board color as per design specification.

7.4 Verandahs and Pergolas

All verandahs and pergolas must be constructed of timber or a combination of timber and plastered brickwork. Verandahs and pergolas can also be constructed from painted galvanized mild steel sections. Ornate decorations will not be allowed. Covered verandahs may have a maximum depth of 3,5m.

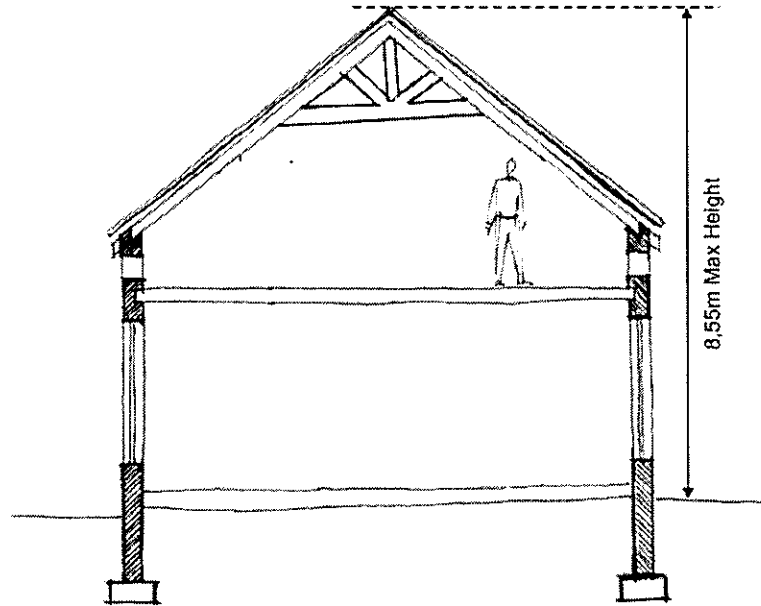


Verandah support may be of timber, plastered brickwork or natural stone, or painted galvanized mild steel sections. The maximum support distance is 3,5m. Ground floor verandahs or covered stoops may be enclosed provided window or door mullions and stanchions are kept to a minimum and are placed 500mm behind column supports. Louvers may be fitted behind or between column supports of the folding or stacking type not exceeding 900mm width per leaf. Enclosed verandahs must be included in bulk calculation. First floor verandahs or balconies may not be enclosed.



7.5 Lofts

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



7.6 Plumbing and Rainwater Goods

The disposal of rainwater onto the site should be controlled to avoid damage to the site. Rainwater down pipes must be positioned sympathetically. The colour must blend in with the colour scheme of the house. If gutters and downpipes are not used an approved apron surround must be provided to the satisfaction of the WVARC. Water storage tanks on each site are recommended for irrigation of individual plots. These must be hidden behind walls or structures and may not be visible from the golf course and street facades. Rainwater to be managed by means of overland waterways such as driveways discharging into the internal road system. Plumbing pipes shall be concealed in ducts or recesses.

It is recommended that all home owners join the WVG&CE developers with regards to their environmental responsibility in making use of appliances and fittings that are energy and consumption conscious.

Solar water heating panels are compulsory with cylinders housed in the roof space. Since individual home-owners will be customers of the Nelson Mandela Metropolitan Municipality Energy & Electricity Business Unit, electricity installations shall comply with the municipal requirements for energy efficiency as amended from time to time. Position of panels to be shown on sketch plans.

These may include:

- Solar water heaters
- Geyser blankets
- Energy saving lamps

7.7 Walls and Cladding

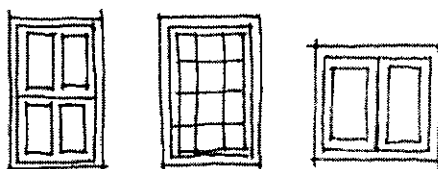
The simple relaxed architecture calls for honesty and integrity in the construction. Therefore all walls must be plain without undo decoration. Only Simple Square cut moldings around windows and doors will be allowed. Any deviation to this including ornate decorative moldings are not allowed.

All exposed timber shall be of a suitable type and grade.

Only natural stone construction or cladding may be used as architectural affect to emphasize certain areas, i.e. plinth, chimneys, etc. It should preferably be a stone of local origin. No face brick or Nutec elements will be allowed.

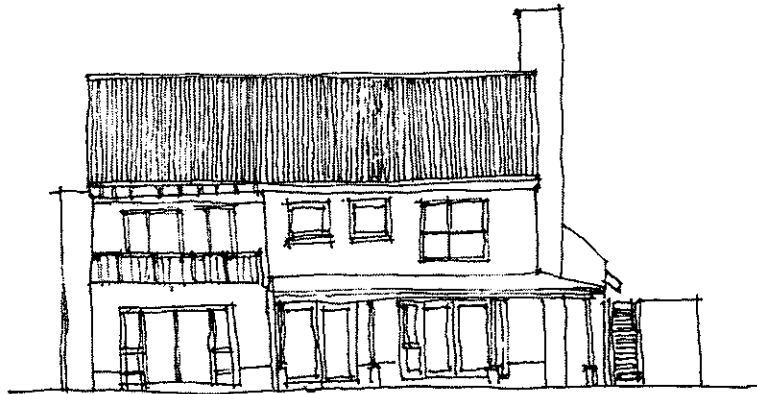
7.8 Windows

Window sizes and proportions assist with the aesthetic of each building. Window sizes and placement must at all times be functional. Window frames and panes to be square or rectangular with a vertical proportion of between 1 : 1.2 and 1 : 1.6.



Windows may be constructed of natural timber or epoxy coated aluminum finish for suitable coastal conditions. The only colours approved for epoxy coated windows are either white or Dark Umber Grey. Sliding with vertical proportion, side hung casement and vertical sash windows are allowed. Mock sash windows will be allowed if narrower than 900 mm wide. Window type and proportions selected on a particular property must be consistent. Performance glass must be submitted to the WVARC for assessment and approval. Hinged and sliding shutters will be allowed.

Openings facing the golf course and or public open space should be large to generate a spacious and airy quality, and to optimize on views. Large openings should be protected from sun and rain by wide overhangs, sliding shutters and/or pergolas.



All glass sizes to conform to SABS 0400 – 1990 Part N Glazing Regulations. No steel window frames or precast concrete window systems may be used. Reflective glazing is not allowed.

A focus window i.e., circular, square, stained glass or diamond shaped may be used only if it adds value to the desired design affect and once approved by the WVARC.

7.9 Shutters, Screens and Awnings

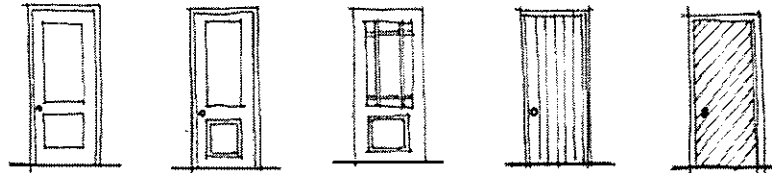
Sun control and privacy shall be by means of wide roof overhangs, shutters and / or planting.

Screens or shutters must be operable, and their materials and finish must be submitted to WVARC for approval. It is preferred that shutters are either in aluminum or timber to match the colour of the window frames.

No clip-on aluminum or canvas awning systems may be used over windows or doors. Furthermore, no horizontal sliding canvas system for patios and pool decks will be allowed.

7.10 Doors

Doors and door-frames facing the street must be in timber (painted or varnished) with or without glass inserts or sidelights; elsewhere aluminum or timber sliding/folding doors may be used. All doors to be vertical in proportion matching that of the windows. All external doors must be shown on plan and elevation with the chosen finish. Material choice and finish should be consistent with that of the windows.



7.11 Burglar Bars

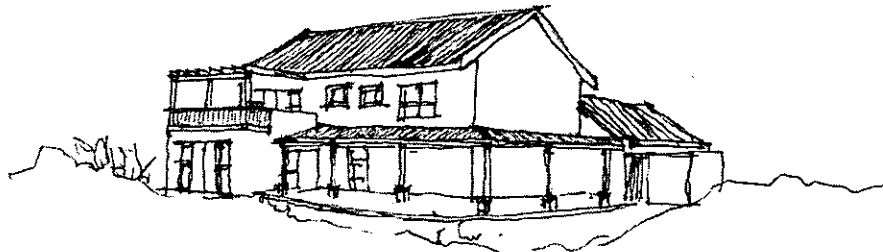
Burglar bars will be allowed as part of security and may only be fixed on the interior of buildings. The bars should be simple in design and align with the mullions and stanchions of windows and doors as far as possible. Colour should match that of the windows or roof finish.

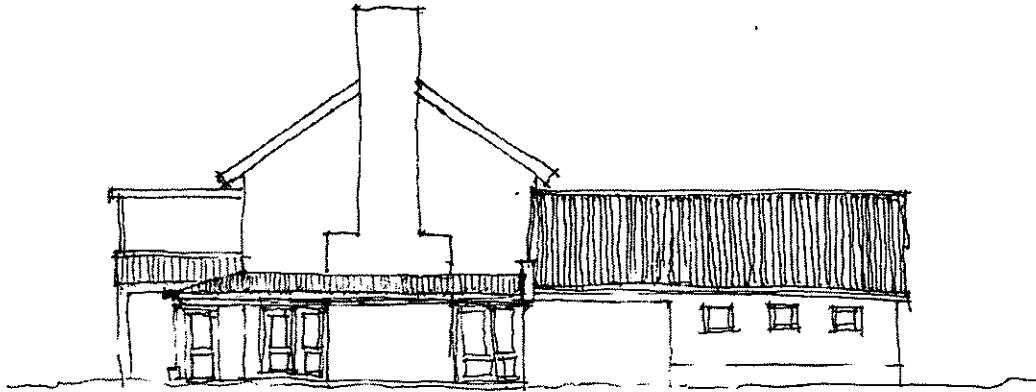
7.12 Chimneys and Braais

Chimneys are important elements in the overall composition and it is recommended that each house has a chimney as an architectural focus. It may be constructed in brickwork with a plaster and painted finish or natural stone. Artificial stone and stone tiles are excluded. Capping should be simple, either fixed or rotating, subject to approval by the WVARC.

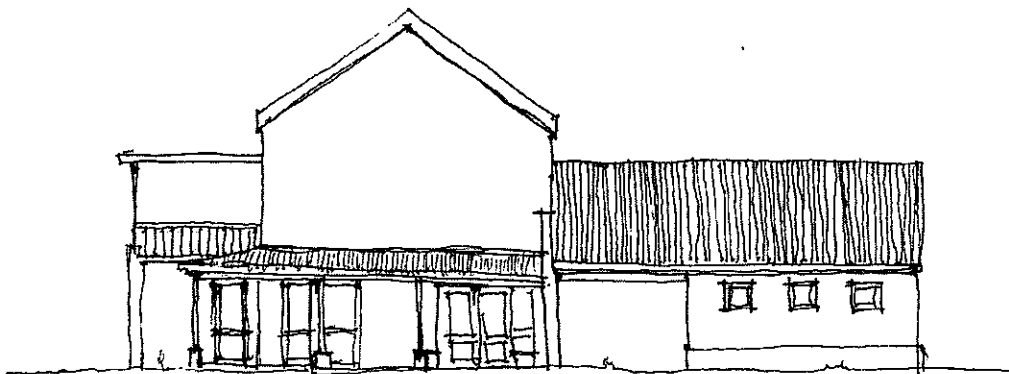
Chimneys must be moderate in size and may not be excessively higher than the ridgeline. The proper functioning of the chimney will remain the responsibility of the project architect and the height must be substantiated by a specialist. All to the approval of the WVARC. Refer to item 6.6 - *The maximum height of any dwelling / permanent residential building or part thereof is 8,55m high.*

Only brick built, universal or pointed cowls will be allowed. Wind cowls must be made of a non-corrosive material. No fiber cement cowls are permitted.





Option A



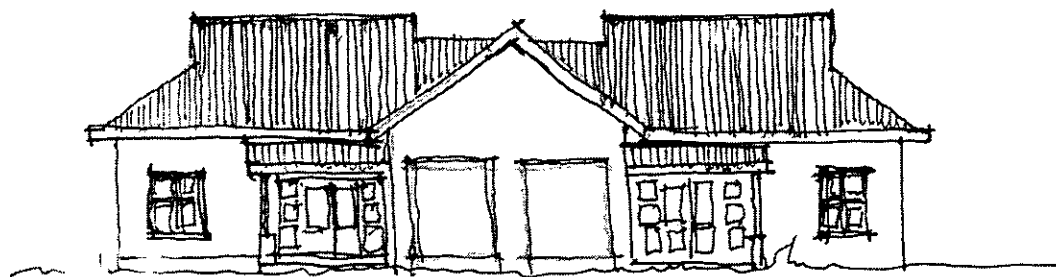
Option B

7.13 Balustrading

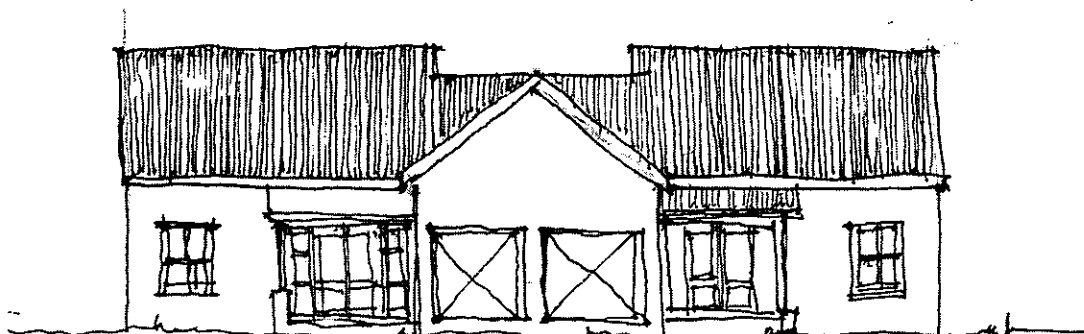
All external stairs and railings may be constructed from painted timber, epoxy coated aluminum or painted galvanized steel.

7.14 Garages, Carports and Outbuildings

Garages should be consistent in design and material finish with the main house. No more than two garage doors (two x single or 1x double) may face the street. Garages facing the street must be a minimum of one small car length, 4,5m away from the street boundary. Prefabricated garage units are not permitted. The same parameters apply to carports. Supports must either be in big timber / steel sections or plastered brick columns. The sides may be slatted and planted. Patented prefabricated carport systems may not be used. Temporary structures are not permitted.



Option A



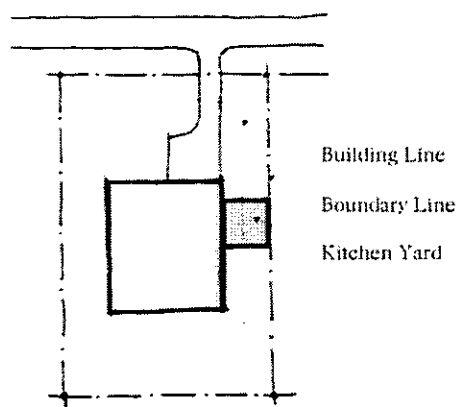
Option B

7.15 Kitchen Yards

All kitchen yards must have access to and from the street. Yards must be built in plastered and painted brickwork to match the design and construction of the main house.

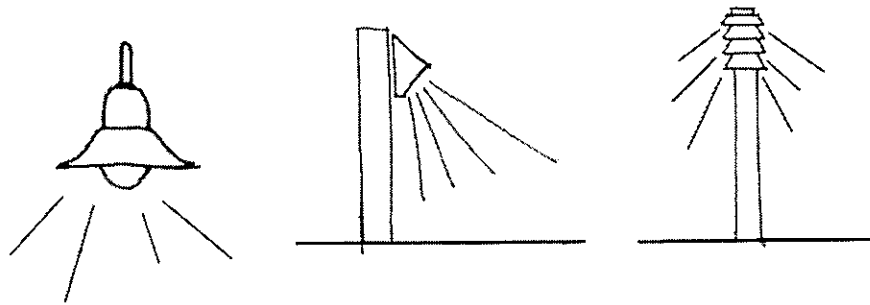
It is recommended that kitchen yards be built on the boundary line with approval from affected neighbor and WVARC.

Wash lines, garbage bins, gas containers, air conditioning units and pool pumps may not be visible from either the road or golf course.



7.16 Exterior Lighting

Exterior lighting will be subject to approval by the WVARC. Light fixtures with lampshade covering the light source should be chosen to minimize glare pollution. In designing for night time illumination the focus should be to direct light to the ground or onto walls as oppose to free rays causing illumination of neighboring properties. Exterior light fixtures must use light bulbs of 60 watts or less with energy saving lamps.



7.17 Air-conditioning

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

Air-conditioning condenser units must be screened or concealed from the street or golf course facades of the building. The positioning must be such as to minimize on noise pollution, keeping it within acceptable levels and adhering to the relevant standard. Ideally these are to be placed within the kitchen yard.

7.18 Satellite Dishes and TV Aerials

Satellite dishes, TV aerials and antennas may not project above the roof ridgeline or be attached to chimneys. It must be attached out of sight to the side of the building and not to the street or golf course façades of the building. The position and specification of all utilities should be clearly indicated on the submission drawings for the approval of WVARC.

7.19 Solar Panels

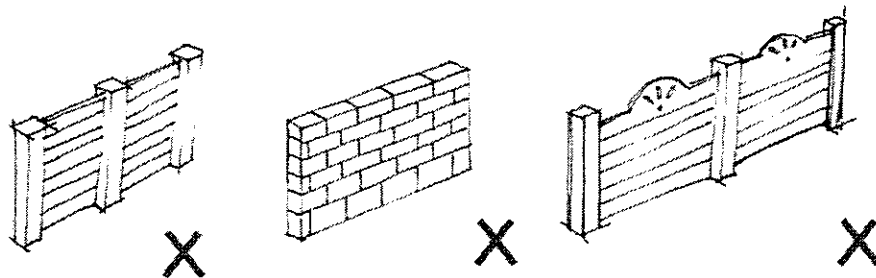
Solar Heating panels must be placed flat against the north facing roof slope and may not have external storage tanks / batteries. No freestanding solar panels will be allowed.

7.20 Boundary Walls and Fences

Boundary walls to yard area only. Boundary walls should complement and form an integral part of the design. No changes to the estate boundary wall will be permitted without written consent by the WVARC.

Garden Court for Dog

Garden courts for dogs to blend in with the design of the house and relate to the heights of the boundary walls as described hereunder. All to the approval of the WVARC.



The boundary wall facing the golf course should not exceed 600mm. A wall to form a pet's court not exceeding 1800mm will be allowed up to the street boundary and part of the street wall – All to be submitted for approval by the WVARC.

The side boundary walls to be 1800mm high and 230mm and should stop short by 500mm from the ends of the buildings. The balance of the walls to be 1200mm high up to the boundary of the plot.

7.21 Swimming Pools

Swimming pools will be allowed subject to approval from the WVHOA. All proposed swimming pools and safety walls/fences must be indicated on plan and elevation drawings for scrutiny and approval - adhering to the safety standards as laid down by the local authority and SABS 0400/DD4. It must be constructed as per SABS 0134-1997 Code Practice for 'The safeness of private swimming pools', pool nets and covers are not considered as providing adequate safety on their own and may only be used in conjunction with a pool safety wall or fence. Such wall or fence and self-closing gate therein shall be 1,2m above natural ground level and as per Clause 6.3. The pool and safety wall or fence must form an integrated part of the external living space of the house. If situated on the boundary, the safety wall or fence can be no longer than 40% of that boundary length. No portable or temporary pools will be allowed. All pools must be sunken into the natural ground and may not protrude above the natural ground level by more than 340mm. Pool pumps and filtration systems must be concealed behind a plastered and painted brick or natural stone wall. These may not be visible from the golf course, street facades or adjacent properties and must be enclosed to dampen noise pollution.

A salt water filtration system is preferred. Where swimming pool maintenance involves chemicals that may be harmful to the environment, it is important to use the proper procedures when draining water from pools.

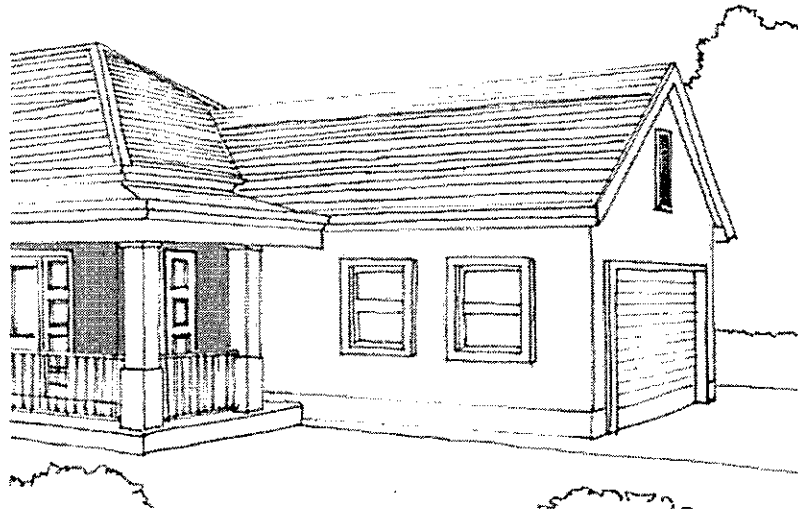
- Back was outlet is only to be discharged into the sewer system.
- Pool water must never be drained into a body of water (stream, wetland, etc.)
- Before draining a pool, leave the water in the pool for at least a week without adding chlorine or other chemicals. This will reduce the chlorine level.
- Always test the pool water before draining to ensure that pH levels are normal (6.5- 7.8) and chlorine levels are not detectable.
- If the pool contains algae or other organic matter (a black film), these should be collected and disposed of at a waste disposal site prior to draining the pool.

- If the pool is cleaned through an acid cleaning or by water pressure, make sure the pH levels in the water are adjusted to normal levels before draining the pool and filter out any extraneous material before draining.
- Pool filter sand must be disposed of at a waste disposal site.
- Copper-based algaecides must not be used in the pools and spas.

7.22 Colour Scheme

External colours must reflect soft subdued earthy tones such as ochre, sandstone, beige, autumn shades. External colours must conform to the five colour schemes kept in the Wedgewood Sales Office. Trim around windows and doors shall be in white or at least 2 shades lighter than the adjacent wall colour, in the same hue. When repainting, the original colour scheme must be adhered to or a new proposal submitted to the WVARC for approval.

Any proposed deviation for exterior colour must be submitted to the WVARC for approval. Bright and contrasting colours must be avoided. These include red, orange, yellow, blue, purple, pink and black.



7.23 Driveways

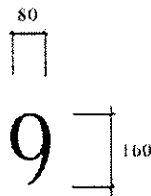
Paving must be done with red brick pavers, matching the colour and pattern of the road edge.

7.24 Fasteners

All bolts, nails, staples, hinges, etc. exposed to the weather shall be hot-dipped galvanized steel, stainless steel, or brass. Contractor shall provide adequate tie-down system consisting of anchor bolts, strapping, and clips required for the particular connections within the structures.

7.25 Signage & House Names

House numbers and letters must be Caslon not smaller than 80-mm or larger than 160-mm in stainless steel or brass numbers. Numbers must either be placed on the house or on the garden wall in a visible position lit at night. Post boxes at the houses will not be required; as there will be centralized post box facilities. Individualized name plates will be considered but must be submitted to WVARC for approval.



7.26 Advertisement signs

(For Sale, Contractor, Architect, Real Estate, etc.), other than those furnished by WVHOA, will not be allowed on erven. Exception: a single sign, no larger than 2000mm (wide) x 1225mm (high) identifying the general contractor and the consultants team, only, will be allowed on erven under construction.

7.27 Household Pets and Livestock

No livestock or poultry will be allowed to be kept on the property. Owners are required to contain their pets within the confines of their property. Noise nuisance should be kept to a minimum – the WVHOA will intervene should complaints be left unattended.

8. Services

8.1 Structure and Foundation

The services of a structural engineer will be required for the structural design of multi storey houses and retaining walls. Trial holes to engineer's requirements are to be made and proper geo-technical tests conducted to determine the bearing capacity of the sub-strata. An engineer's design/report is to accompany the building plans submission (Stage 2) to the WVARC and Local Authority.

8.2 Storm Water and Civil Design

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

8.3 Services

All sewerage, water, electrical, telephone, and television service drops shall be underground. For the convenience of owners and WVHOA rental program, a clearly marked valve should be located in an accessible location. All external plumbing and pipework on the façade must be enclosed in a duct or concealed in walls.

The nominal electrical supply capacity will be 60 amps single phase. The owner shall be responsible for applying to the NMMM Electricity & Energy Business Unit for a pre-paid electrical connection.

9. Landscaping

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

A list of recommended plant species is available to Owners on request from the WVARC. Replacing of damaged and new planting materials shall be of an indigenous species from the approved plant material list. A mix of 75% indigenous to 25% alien planting will be allowed at the discretion of the WVHOA.

A landscape plan is required showing plant densities and the types of plants proposed to be submitted to the WVHOA for approval.

10. Plan Submission Form

The plan submission form which should be submitted at sketch plan stage is attached as Addendum B.

11. Builder's Code of Conduct

No construction work outside the normal builder's working hours will be permitted without the written consent of the property managers.

Internal common roads are not to be used for storage of building material or site establishment.

A signed copy of the builder's code of conduct to be submitted with the application for plan approval.



LANDSCAPE GUIDELINES

1. LANDSCAPE CHARACTER

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

2. LANDSCAPE CONDITIONS

- 2.1 A landscape development plan for the garden of an erf is to accompany the building plan submission, and both will need to be approved by the appointed Wedgewood Village Architectural Review Committee (WVARC).
- 2.2 This plan shall be to a scale of 1:100 and shall show the following:
 - 2.2.1 Adjacent areas of private open space or golf course.
 - 2.2.2 All grading, retaining and terracing intended to be undertaken, including gradients and structural elements, must be indicated.
 - 2.2.3 Indicate the position of the existing trees to remain and the existing trees to be removed (removal of trees is restricted).
 - 2.2.4 The intent of dealing with any stormwater run-off in the landscape must be indicated.
 - 2.2.5 All plant material, species, numbers, spacing and size must be indicated, including grass species for lawns and these must conform to the restrictions in plant choice given in these guidelines.
 - 2.2.6 All paving, water features, swimming pools, pumps and filters, fences, gazebos and any other structural elements must be indicated, and the intended finishes specified. This must include details of stormwater handling and elevations where relevant.
 - 2.2.7 The type of irrigation system and irrigation layout (if applicable), pipelines, sprinkler positions and sprinkler types and intended coverage area must be indicated.
 - 2.2.8 Any requested extension of the erf garden onto an immediately adjacent verge, showing its extent and detail. Approval of such an extension to be strictly subject to the approval of the WVARC, and on the basis of continuing maintenance becoming the responsibility of the erf owner.
 - 2.2.9 Clotheslines, dustbin storage areas and other utility areas and their screening must be indicated.

3. LANDSCAPE RESTRICTIONS

- 3.1 The erf owner will be responsible for restoring the length of the sidewalk between

the erf and the surfaced roadway to the original design layout. Planting in this area is thus to be in accordance with the estate layout.

- 3.2 Notwithstanding the above (item 3.1), the gardening and landscaping activities of an erf owner shall be confined to the physical extent of the pegged residential erven.
 - 3.2.1 No extension of an erf's garden into public/open space will be permitted, except for item 3.1. This includes irrigation, plantings, storage, fencing, pool equipment, earth mounds or portions of embankments or cut slopes..
 - 3.2.2 No extension of an erf's garden into an immediately adjacent area of golf course, fairways or out of play area will be permitted.
- 3.3 Existing trees located on the erven can only be removed by the owner should the position of the existing tree be directly in the way of new structures (including swimming pools) and paving, or if the tree is declared unstable/unsafe.
- 3.4 Existing Rock Outcrops on or near erven are not allowed to be disturbed in any manner, and a buffer zone of 15meters from any existing rock outcrop is to be observed. The rock outcrops and the associated buffer zones are not to be disturbed during the construction of any structures (including the delivery of materials), or during the operational phase of the estate.
- 3.5 No trees, landscaping, or other plants, may be removed from the greater golf course by an erf owner.
- 3.6 Kikuyu grass (*Pennisetum clandestinum*) may not be cultivated on an erf.
- 3.7 Buffalo grass (*Stenotaphrum secundatum*) and *Cynodon dactylon* (Fine kweek) or cultivars of it are the preferred lawn types.
- 3.8 All declared invasive alien plants, trees, shrubs and grasses are not permitted within the estate and may not be cultivated in erf garden.
- 3.9 Fences shall comply in height, position and construction with the architectural guidelines.
- 3.10 Garden lighting is not permitted other than bulkhead lighting units fitted with 45° louvres attached to the building itself. Final numbers and positions to be approved by the architectural review committee.
- 3.11 Above ground pools, "Porta-pools" are not permitted.
- 3.12 No temporary structures are permitted within the erf gardening including Wendy houses.

- 3.13 Where the intention of the erf owner is to cultivate a hedge, the position, type and final height shall be indicated on the submitted landscape plan.
- 3.14 Invasive alien vegetation clearance of new plants that germinate on any underdeveloped or developed erf, remains the responsibility of the owner and must be undertaken on a quarterly basis, failing which the Home Owner's Association will undertake the clearance at the erf owner's cost.

4. PLANT SPECIES NOT PERMITTED

The following plants may not be planted:

- 4.1 Any Plant found on the Table indicated in Regulation 15 (Conservation of 'Agricultural Resources Act, Act No 43 of 1983), and any subsequent revisions to the list.
- 4.2 Palm trees (except *Phoenix reclinata*)
- 4.3 Any species of *Eucalyptus*
- 4.4 Any species of Bottlebrush
- 4.5 Any species of *Agave* or exotic Cactus species.

5. SELECTED RIGHT SPECIES REQUIRED

- 5.1 See Addendum 1 indicating the permitted plant species.
- 5.2 The principles of the Department of Water Affairs and Forestry Waterwise gardening programme are supported by the Developer and the professional team.
- 5.3 Only indigenous trees that are adapted to the local conditions (especially wind conditions) may be planted.
- 5.4 Indigenous shrubs and groundcovers are preferable, however, a maximum of 30% exotic shrubs and groundcovers (in terms of coverage) is allowed. The exotic shrubs and groundcovers must not be declared weeds or invader plants (see item 4.1 above). No exotic shrubs or groundcovers may be planted outside an erf.

6. HARD LANDSCAPING

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

Addendum 1: Permitted Plant Species

(# denotes indigenous species)

Trees

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

Shrubs and groundcovers

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

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

Herbs

All herbs commonly used for culinary purposes may be planted.

Lawn

Indigenous Cynodon dactylon sp and Stenotaphrum sp.
 Indigenous veldgrasses