


# Consolidated Governing Documents

# Memorandum of Incorporation, Conduct Rules & Design Rules

# Zini River Estate Homeowners' Association

# Effective Date: June 2026

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# 1 PART A: MEMORANDUM OF INCORPORATION

**Zini River Estate Homeowners' Association (RF) NPC**

The Association is a Non-Profit Company with members, established with the following objects:

1. To promote the development and maintenance of all properties within the Estate and to ensure that all such properties are developed and maintained in such a way as to derive maximum benefit therefrom for the whole community of the Estate.
2. To enforce the provision of the Architectural and Development Guidelines for the Estate. In particular, to ensure that all buildings and other structures erected within the Estate, as well as any external fixtures or fittings attached thereto, comply with the aforesaid controls and generally to ensure that the external appearance of all buildings and other structures in the Estate comply with the standards set out in the aforesaid document.
3. To promote, advance and protect the interest of Members generally and to co-operate with the local authority, provincial government, and all other appropriate authorities for the benefit of the Association and its Members.
4. To represent the interest of Members and to provide a united voice by which such interests may be expressed.
5. To collect levies and other contributions towards funds for the attainment of the objectives of the Association or any one of them.
6. To maintain Common Spaces within the Estate, which the Association may own or may otherwise be responsible for, and to make and enforce regulations governing the use thereof by the Members.
7. To manage, oversee and control all security aspects of the Estate.
8. To enter into agreements for the provision of any services with any competent authority or other third party including, inter alia, the provision of access to the Estate, maintenance of roads, water, electricity, and security services to the Estate, and where required, to supply such services to the various Members of the Association.
9. To acknowledge the jurisdiction of the Community Schemes Ombud Service (CSOS) established under the CSOS Act No. 9 of 2011 and to refer any dispute arising between Members, or between Members and the Association to CSOS for adjudication, in accordance with the procedures prescribed by the Act.

## 1.1 Interpretation

In this Memorandum of Incorporation, unless the context otherwise requires:

1. "Act" means the Companies Act 71 of 2008 as amended from time to time.

2. "MOI" means the Memorandum of Incorporation for the time being of the Association.

3. "Association" means the Zini River Estate Homeowners Association (RF) NPC.

4. "Beneficial Interest" means, in the event of the Member being:

- (a) a close corporation, the entire member's interest in the close corporation;
- (b) a company, all the issued shares in that company; or
- (c) a trust, the entire beneficial interest in that trust (as the case may be).

5. "Associated Documentation" means any policies, guidelines, or protocols adopted by the Association, including but not limited to the Architectural and Development Guidelines (ADGs), POPIA Policy, and Security Protocols.

6. "Board" means the Board of Directors of the Association for the time being.

7. "Body Corporate" means a body corporate as defined in Section 1 of the Sectional Titles Act or a Share Block Company as defined in Section 1 of the Share Blocks Control Act.

8."Common Spaces" means the communal areas within the Estate, which areas shall include, inter alia, open spaces, certain areas of indigenous bush, certain road verges, private roads, and public thoroughfares within the Estate.

9. "Design Review Committee" means the committee as provided for in Article 20 hereof.

10. "Developer" means Win Win Business Trust (IT No. 488/04), including its successors and assigns.

11. "Architectural and Development Guidelines" means the Architectural, Environmental and Development Guidelines of the Association in respect of the Estate, a copy of which is available from the offices of the Association, and which controls may be amended by the Board after the expiry of the Development Period.

12. "Development Period" means the period reckoned from the date of registration of this MOI until the date upon which the Developer gives notice to the Association of the termination of the Development Period, which notice was given on 16 February 2022.

13. "Directors" means the directors of the Association for the time being.

14. "Environmental Management Plan" means the final approved Environmental Management Plan (EIA5900) for "Zini River Estate" (Rev 03) prepared by Sustainable Development Projects CC and dated May 2006.

15. "Estate" means the Zini River Estate, the boundaries and layout of which are shown on the Plan.

16. "Immovable Property" means any immovable property in the Estate, including any Subdivision or Unit and rights therein.

17. "Individual Ownership" means ownership by a natural or juristic person or persons.

18. "Juristic Person" means a company, close corporation, trust or other legal or juristic person (excluding the body corporate of a sectional title scheme).

19. "Manager" means the person, corporation or association appointed by the Association, from time to time, to undertake the management of the Estate.

10. "Member" means:

- (a) an Owner.

21. "Office" means the registered office of the Association for the time being.

22. "Owner" means any person who is a registered owner of a Subdivision or an undivided share in a Subdivision, provided that, for the purposes of this Memorandum of Incorporation, the Body Corporate of Iliza Bay sectional title scheme and the ZRE Equestrian Facility Sectional Title Scheme on the relevant Subdivisions shall be deemed to be the Owner of such Subdivision (it being specifically recorded, for the purposes of clarity, that the Owner of a Unit shall not be deemed to be an "Owner" for purposes of this Memorandum of Incorporation).

23. "Plan" means the plan attached hereto marked annexure "A," drafted by Ndebele Kirby Projects (Drawing No. 2495/15), and dated 11 September 2015.

24. "Property Time Share Control Act" means the Property Time Share Control Act No. 75 of 1983 as amended and any regulations in force thereunder from time to time.

25. "Rules" mean the rules made by the Board in accordance with the provisions of Article 8.6 hereof.

26. "Scheme" means the Town Planning Scheme applicable to the Estate, from time to time.

27. "Sectional Titles Act" means the Sectional Titles Act No. 95 of 1986 as amended and any regulations in force thereunder from time to time.

28. "Services" means water, sewerage, refuse removal, electricity, telecommunications, security, maintenance of Common Spaces and such other utilities or services as may be provided by the Association or any other supplier of services to the Estate, from time to time.

29. "Share Blocks Control Act" means the Share Blocks Control Act No. 59 of 1980 as amended and any regulations in force thereunder from time to time.

30. "Subdivision" means any freehold property in the Estate, including any subdivision capable of individual ownership, whether such subdivision is improved or not (however shall specifically exclude a Unit where a sectional title scheme has been established on any such Subdivision).

31. "Municipality" means the Umlalazi Municipality, its successors in title or assigns.

32. "Unit" means a sectional title unit under provisions of the Sectional Titles Act, where a sectional title scheme has been established on any Subdivision.

33. "The Heights" means the Heights Sectional Title Scheme, a sectional title development of 40 medium density residential Units identified as phase 4 on the Layout Plan.

34. Words and expressions used and not otherwise defined in this Memorandum of Incorporation shall have the meaning assigned to them by the Act.

35. Words importing the singular shall include the plural; words importing the masculine, feminine and neuter shall include the others of such genders; and words importing persons shall include Bodies Corporate, and vice versa in each instance.

36. The heading above any of this Memorandum of Incorporation is intended for reference purposes only and shall not influence the interpretation of the Articles.

37. In interpreting this Memorandum of Incorporation, no provision shall be construed in a limiting fashion or in accordance with the *Eiusdem Generis* Rule.

38. In the event of any conflict between this Memorandum of Incorporation and the Conduct Rules of the Association, the provisions of this Memorandum of Incorporation shall prevail.

## 1.2 Membership

### 1.2.1 Membership of Association

1. Membership of the Association shall be obligatory for the Owner. For the purposes of the Conduct Rules, the term "Member" shall include the Member's household, tenants, contractors, and invitees, who shall be bound by the Rules through the Member's obligations.

2. No Immovable Property shall be transferred unless:

- (a) where a Subdivision is being transferred, it is a condition of such transfer that the transferee, in a manner acceptable to the Association, agrees to become a member and is admitted as a member in terms of Article 2.2.1; and
- (b) where Immovable Property other than a Subdivision is being transferred, it is a condition of such transfer that the transferee agrees to abide by this Memorandum of Incorporation and the Rules made in terms thereof in a manner acceptable to the Association.

3. To procure compliance with the provisions of this Memorandum of Incorporation, it shall be registered as a Condition of ownership of Immovable Property that no Immovable Property shall be alienated without the prior written consent of the Association first being had and obtained:

- (a) where such Immovable Property is a Subdivision, such consent shall be given if the proposed transferee is or will be admitted as a Member of the Association and the transferor has complied with all his obligations to the Association (including but not limited to the payment of any monies due to the Association by such transferor); and
- (b) where such Immovable Property is not a Subdivision, such consent shall be given if the proposed transferee agrees to abide by this Memorandum of Incorporation and the rules made in terms thereof in a manner acceptable to the Association and the transferor has complied with all its obligations to the Association (including but in no way limited to, the payment of any monies due to the Association by such transferor).

For the purposes of this clause "alienate" means to alienate any Immovable Property or part thereof, and in no way detracting from the generality of the aforesaid, includes by way of sale, exchange, donation, deed, intestacy, will, cession, mortgagee, assignment, court order or insolvency, irrespective as to whether such alienation is voluntary or involuntary, and further irrespective as to whether such alienation is subject to a suspensive or resolutive condition.

4. In the event of a Subdivision being owned in undivided shares by more than one Owner, such co-owners shall nominate one of them to be the Member for the purposes of this Memorandum of Incorporation provided that all joint owners shall be bound by this Memorandum of Incorporation as if they were Members. Such nomination shall be made in writing to the Association within 7 (Seven) days of such parties becoming Owners.

5. A Member may not tender resignation of his membership of the Association.

6. The Association may withhold consent to transfer where the Member has failed to comply with the Conduct Rules, including letting protocols, agent accreditation, or other obligations reasonably imposed by the Association.

### 1.2.2 Admission of Members

1. The members of the Association are those persons who, from time to time, become a member in accordance with the provisions of this Memorandum of Incorporation.

2. The right to determine admission to membership of a proposed acquirer of Immovable Property is hereby conferred upon the Board. The Board shall not unreasonably decline to admit to membership an applicant in the event of the applicant having undertaken to comply with and abide by this Memorandum of Incorporation and all the Association's requirements, rules and regulations and the party from whom the applicant is taking transfer of the Immovable Property has complied with this Memorandum of Incorporation and all the Association's requirements, rules, and regulations (and in no way detracting from the generality of the previously mentioned), has made payment of any amounts due by such transferor to the Association.

3. Members shall all be of a single class, being voting members, each of whom shall have a vote, the value of which shall be calculated in accordance with the provisions of Article 3.4.1 hereof.

### 1.2.3 Rights and Duties of Members

1. Subject to the rights of membership as prescribed by the Act, members shall have the right to access all records of the Association as prescribed under Section 39 of the CSOS Act, including but not limited to financial statements, minutes of meetings, governance documents, and conduct rules. The Association shall provide such access within a reasonable time upon written request and may charge no more than the prescribed fee for copies. Membership of the Association shall confer upon a Member, unless otherwise stipulated, the following rights:

- (a) the right to inspect and/or receive copies of the annual financial statements of the Association;
- (b) the right to inspect and copy, without any charge for any such inspection or upon payment of no more than the prescribed maximum charge for such copy, the

information contained in the records of the Company as listed in Section 26 of the Act which includes the following:

- (i) the Company's Memorandum of Incorporation and any amendments to it and any Rules made by the Company;
- (ii) the records in respect of the Company's directors;
- (iii) the reports to annual meetings and annual financial statements;
- (iv) the notices and Minutes of annual meetings and any communications to the members; and
- (v) the register of members;

Members shall have the right to access all records of the Association as prescribed under Section 39 of the CSOS Act, including but not limited to financial statements, minutes of meetings, governance documents and conduct rules. The Association shall provide such access within a reasonable time upon written request, and may charge no more than the prescribed fee for copies.

- (c) the right to vote, either personally or by proxy, at all general meetings of the Association in accordance with the provisions of this Memorandum of Incorporation;
- (d) the right to receive notices of, attend and speak at all general meetings of the Association, whether ordinary or extraordinary, in accordance with and subject to the provisions of this Memorandum of Incorporation;
- (e) should Members holding between them, in aggregate, not less than 5% (Five Percent) of the voting rights in the Association, collectively so decide, the right to procure the convening of a general meeting in terms of Section 61 of the Act.

2. No Member shall, by reason of membership of the Association, be entitled to share in or receive any profit from the Association.

### 1.2.4 Cessation of Membership

1. Membership of the Association shall cease:

- (a) upon an Owner of Immovable Property ceasing to be an Owner;
- (b) upon the issue of a final order of sequestration or liquidation of the Member concerned;
- (c) upon the death of a Member, or upon the Member being declared insane or incapable of managing his affairs.

2. In the event of a member ceasing to be a member in terms of Article 2.4.1(b) or 2.4.1(c), the legal representative of such Member shall, for all purposes, be recognized and be bound as the Member under this Memorandum of Incorporation.

### 1.2.5 Liability of Each Member

The liability of each Member as a member of the Association shall be limited to R1.00 (One Rand) together with such other amount as may be owing by a Member to the Association, from time to time, from whatever cause arising.

### 1.2.6 Register of Members

The Association shall maintain at its office a register of Members as provided in Section 24 of the Act. The register of Members shall be open to inspection as provided in Section 26 of the Act.

## 1.3 General Meetings

### 1.3.1 Annual General Meeting

The Association shall hold a general meeting in every year as its annual general meeting on such date and at such time and place as may be determined by the Board, and shall specify the meeting as such in the notice calling it, provided, however, that the annual general meeting shall be held not later than 6 (Six) months after the end of each financial year of the Association, and provided that not more than fifteen months shall elapse after the holding of the last preceding annual general meeting.

### 1.3.2 Notice of General Meeting

The annual general meeting and any meeting called for the passing of a Special Resolution shall be called by not less than 21 (Twenty-One) clear business days' notice in writing and any other general meeting shall be called by not less than 15 (Fifteen) clear business 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 was 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 this Memorandum of Incorporation, 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 all the Members having a right to attend the meeting.

### 1.3.3 Proceedings at General Meetings

#### 1.3.3.1 Business

The annual general meeting shall deal with and dispose of all matters prescribed by the Act, including the consideration of the audited annual financial statements, approving the annual budget of the Association for the ensuing financial year, a decision on the number of directors, election of directors when such decision is required in accordance with the provisions of this Memorandum of Incorporation, the appointment of an auditor, and any other business of which due notice has been given. All business laid before any other general meeting shall be considered special business.

#### 1.3.3.2 Quorum

- (a) A quorum for a general meeting shall be Members holding between them, in aggregate, not less than 5% (Five Percent) of the voting rights in the Association, present, in person or by proxy, and entitled to vote (subject to a minimum of 3 (Three) Members personally present).
- (b) If within half-an-hour after the time appointed for the meeting, a quorum is not present, the meeting shall stand adjourned to a date not earlier than 7 (Seven) days and not later than 21 (Twenty One) days after the date of the meeting and if at such adjourned meeting a quorum is not present within half an hour after the time appointed for the meeting, the Members present in person shall be a quorum.
- (c) Where a meeting has been adjourned as aforesaid, the Association shall, upon a date not later than 3 (Three) days after the adjournment, send written notice to each Member of the Association and publish a notice in two recognized newspapers circulating on the KwaZulu-Natal North Coast, stating:
    - (i) the date, time, and place to which the meeting has been adjourned;
    - (ii) the matter before the meeting when it was adjourned; and
    - (iii) the grounds for the adjournment.

#### 1.3.3.3 Chairperson

- (a) The chairperson, if any, of the Board shall preside as chairperson at every general meeting of the Association. If there is no such chairman, or if at any meeting he is not present within fifteen minutes after the time appointed for holding the meeting or is unwilling to act as chairman, the Members shall elect one of their Members to be chairman.
- (b) The chairman may, with the consent of any meeting at which a quorum is present (and shall, if so, directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting at which the adjournment took place. When a meeting is adjourned, the provisions of Articles 3.3.2(c) shall *mutatis mutandis* apply to such adjournment.

#### 1.3.3.4 Voting

Subject to the provisions of Article 3.4.2, at any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is (at any time before or on the declaration of the result of the show of hands) demanded by the Chairman or by any Member. Unless a poll is so demanded, a declaration by the Chairman that a resolution has, on a show of hands, been carried (by a particular majority) or negatived, and an entry to that effect in a book containing the minutes of the proceedings of the Association, shall be conclusive evidence of the fact, without proof of the number or proportion of votes recorded in favour of or against such resolution. A demand for a poll may be withdrawn. If a poll is duly demanded, it shall be taken in such a manner as the Chairperson directs, and the result of the poll shall be deemed to be the resolution of the meeting in which the poll was demanded. Scrutineers shall be elected to determine the result of the poll.

#### 1.3.3.5 Proxy

- (a) The instrument appointing a proxy shall be in writing, dated and signed by the Member and shall be in such other form as the Board may approve.
- (b) The instrument appointing a proxy shall be deposited at the office of the Association not less than 24 (Twenty-Four) hours before the time for the holding of the meeting at which the person named in such instrument purports to attend or vote pursuant thereto or in respect thereof or shall be handed to the Chairman of such meeting, in person, prior to the commencement of such meeting. In default of compliance herewith the instrument shall be treated as invalid for the purpose of attending or voting at that meeting or any adjournment thereof. No instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution unless the proxy specifically otherwise provides.
- (c) A vote in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death of the principal or revocation of the proxy, provided no intimation in writing of the death or revocation shall have been received at the office or by the chairman of the meeting before the vote is given.
- (d) In the event of a Member being a Juristic Person, such Member shall lodge at the offices of the Association, a resolution authorizing a particular natural person to represent the Member generally and to exercise the Member's vote on its behalf. Such Resolution shall be lodged at the offices of the Association at least 24 (Twenty-Four) hours before the time for the holding of any meeting at which a Member wishes to be represented and/or vote or shall be handed to the Chairman of such meeting, in person, prior to the commencement of such meeting.

#### 1.3.3.6 Votes of Members

Subject to the provisions of Article 3.4.2, on a show of hands, each Member present at a meeting of the Association, in person or by proxy, shall be entitled to one vote. On a poll, which may be called for by any Member or his proxy or the Chairman of the meeting, each Member present at the meeting (in person or by proxy) shall be entitled to one vote for each Subdivision he owns, provided that the Body Corporate of Iliza Bay and the Body Corporate of ZRE Equestrian Facility shall each be entitled to 5 votes. A member may appoint a proxy to represent them at a meeting. The person may be any person (i.e., tenant or occupier). A person may not, however, be a proxy to more than two members.

### 1.3.4 Resolutions of Members

1. For an ordinary resolution to be approved by Members, it must be supported by more than 50% (Fifty Percent) of the voting rights exercised on the resolution, either in person or by proxy.

2. For a special resolution to be approved by members, it must be supported by at least 75% (Seventy Five Percent) of the voting rights exercised on the resolution, either in person or by proxy.

## 1.4 Inspection of Minutes

The minutes kept of every general meeting and annual general meeting of the Association under Section 24 of the Act may be inspected and copied as provided in Section 26 of the Act.

## 1.5 Directors (Terms of Office)

1. The number of Directors and the election thereof shall be determined from time to time by the Members in general meeting subject to the following provisions:

- (a) There shall be a maximum of 5 (Five) Directors and a minimum of 2 (Two) Directors.
- (b) A director must reside in the Estate.
- (c) A retiring Director shall be eligible for re-election after having served a two-year period on the Board as Director.

2. Save as is set out in Article 5.3 and Article 10, each Director shall continue to hold such office from the date of his commencement of office until the second Annual General Meeting next following his said appointment, at which meeting each Director shall be deemed to have retired from office as such but will be eligible for re-election to the Board at such meeting.

3. If, because of retirement, resignation or otherwise, the total number of Directors falls below the prescribed number, the Board shall act promptly to bring the number of Directors up to the level as specified in this Memorandum of Incorporation. The validity of any resolutions taken, or acts performed by the Board during a period when the number falls short of that provided in 5.1 above shall not be prejudiced by such shortfall.

4. Any Director may be removed by a majority Board decision, for any reason whatsoever.

5. The appointment by the Board of any Director to fill any vacancy for whatever reason shall be made within 45 (Forty-Five) days of the date upon which such vacancy occurs.

6. The Directors shall have the power to co-opt people for the purposes of assisting the Directors in conducting any of their functions. Any person so co-opted shall be entitled to attend board meetings but shall not be a director and shall not be entitled to vote on any matter which comes up for consideration by the Board.

7. The Chairman and Deputy Chairman shall be elected by the Directors at their first meeting in the financial year.

## 1.6 Alternate Directors

1. Any Director appointed may for any reason, and at or for any time, appoint an alternate.

2. Any other Director may obtain leave of absence by a resolution of the majority of the Directors, and the Board may thereupon appoint an alternate to act for him during his absence with all powers and privileges enjoyed by him. The appointment of such an alternate shall not, however, be valid unless confirmed by a resolution of the majority of Directors present at the meeting.

## 1.7 Remuneration of Directors

1. A Director shall not directly or indirectly receive any remuneration for his services as a director of the Association, provided that nothing in this Memorandum of Incorporation shall prohibit him from reimbursement of any travelling, subsistence and other expenses properly incurred by him in the execution of his duties in or about the business of the Association and which is authorized or approved by the Board.

2. If any Director commits a breach of Article 7.1, he shall forthwith cease to be a Director and shall not be eligible for re-election.

## 1.8 Powers and Duties of Directors

1. The business of the Association shall be managed by the Board, who may on behalf of the Association pay all expenses incurred in promoting and incorporating the Association and may exercise all such powers of the Association as are not specifically required by the Act, or by this Memorandum of Incorporation, to be exercised by the Association in general meeting.

2. Without in any way affecting the generality of Article 8.1 (however, subject to the provisions of Article 8.5 below) the Board shall have the power to enter into contracts and agreements with third parties to give proper effect to the provisions of this Memorandum of Incorporation.

3. The Board may (subject to the provisions of Article 8.5 below), pursuant to their rights, obligations and duties in terms of this Memorandum of Incorporation and as provided for and contemplated under this Memorandum of Incorporation, incur such expenditure as is necessary and/or requisite and howsoever arising to enable them to give proper effect to the provisions of the Memorandum of Incorporation of the Association.

4. The Association, in a general meeting, shall have the right to limit and restrict the powers of the Board, provided that no resolution of the Association shall invalidate any prior act of the directors which would otherwise have been valid.

5. The Board shall not be entitled to undertake, on behalf of the Association, any permanent works of a major capital nature, save as approved of by an ordinary resolution of Members. For the purposes of this Article 8.5 "works of a major capital nature" shall mean works that cost more than R1,000,000.00 (ONE MILLION RAND) (excluding Value Added Tax) (which amount shall be escalated annually at a rate of 8% per annum on the 1 January of each and every calendar year, from the 1 January 2017).

### 1.8.1 Conduct Rules

1. The Board shall have the power to make conduct rules from time to time as well as the power to substitute, add to, amend or repeal same, for the management, control, administration, use and enjoyment of the Estate, for the purposes of giving proper effect to the provisions of the Memorandum of Incorporation and for any other purpose which powers shall include the right to impose reasonable financial penalties to be paid by those Members who fail to comply with the provisions of this Memorandum of Incorporation or the conduct rules.

2. In no way detracting from the generality of the previously mentioned, the Board may from time to time make conduct rules, applicable within the Estate, specifically regarding:

- (a) the preservation of the natural environment, vegetation and fauna within the Estate including the right to control, and if necessary, order the removal of vegetation, and the right to prohibit and/or control the erection of fences, and walls whether upon or within the boundaries of any Subdivision to ensure strict compliance with the Environmental Management Plan;
- (b) vegetation and flora and fauna in the Estate;
- (c) the placing of movable objects upon or outside the buildings included in the Estate, including the power to remove any such objects;
- (d) the storing of flammable and other harmful substances;
- (e) the conduct of any persons within the Estate and the prevention of nuisance of any nature to any Owner;
- (f) the use of land within the Estate;
- (g) the use of roads, pathways and Common Spaces;
- (h) the imposition of fines and other penalties to be paid by Members of the Association;
- (i) the management, administration, and control of the Common Spaces;
- (j) the erection of all buildings and other structures, including service connections to buildings;
- (k) the establishment, installation, and maintenance of gardens, both public and private;
- (l) the use by owners and their tenants of buildings and other structures and the upkeep, aesthetics, and maintenance of such buildings;
- (m) the use of road frontages and parking areas;
- (n) security;
- (o) the code of conduct applicable to all builders, contractors (including sub-contractors) and suppliers within the Estate or any building, construction, or any other work continued within the Estate;
- (p) the right to prohibit, restrict or control the keeping of any animals and other pets (particularly considering the need to protect wildlife and preserve the natural environment);
- (q) the use of the river (which is also subject to a number of environmental and other legislative restrictions); and
- (r) generally, regarding any other matter, which the Association, from time to time, considers appropriate.

### 1.8.2 Enforcement of Conduct Rules

- 3. The Board shall have the power to make, amend, repeal, and enforce Conduct Rules, including the imposition of penalties, fines, and sanctions for breaches thereof. All such Rules shall be subordinate to this Memorandum of Incorporation and must be

interpreted in accordance with the Companies Act, the CSOS Act, and any applicable legislation.

- 4. Any conduct rules made by the Board shall be in the interest of the Association and the Estate and, where applicable, shall apply equally to all Members or "class" of members.
- 5. The conduct rules made by the Board from time to time in terms of the powers granted to them shall be binding on all Members.
- 6. In no way detracting from the generality of any other provision of this Memorandum of Incorporation, in the event of the Association incurring any legal costs because of any breach of this Memorandum of Incorporation by any Member, the Association shall be entitled to recover all such legal costs from such Member on an attorney and own client scale in full whether or not legal action is actually instituted.
- 7. The Association shall comply with the Protection of Personal Information Act 4 of 2013 (POPIA) and any internal policies adopted thereunder.

## 1.9 Minutes

1. The Board shall, as provided for in the Act, cause Minutes to be kept:

- (a) of all appointments of officers;
- (b) of names of Directors present at every meeting of the Association and at every meeting of the Directors; and
- (c) of all proceedings at all meetings of the Association and/or the Directors.

2. Such Minutes, once they are approved as a true record of proceedings, shall be signed by the chairman of the meeting at which the proceedings took place or by the chairman of the following meeting.

## 1.10 Disqualification or Resignation of Directors

The office of Director shall be vacated if the Director:

1. ceases to be a director by effluxion of the period of appointment, or becomes prohibited from being a director by virtue of any provision of the Act or this Memorandum of Incorporation; or

2. resigns his office by notice in writing to the Association and the Registrar; or

3. becomes insolvent or assigns his estate for the benefit of or compounds with his creditors; or

4. is found to be a lunatic or of unsound mind; or

5. is absent for three consecutive regular meetings of the Directors without obtaining prior leave of absence; or

6. if the Director is otherwise ineligible or disqualified from serving as a Director on the grounds set out in Section 69 of the Act.

## 1.11 Proceedings at Meetings of Directors

1. The Board may meet for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit but shall meet at least 4 (Four) times during a financial year.

2. A Director may, on 7 (Seven) days' written notice to all other Directors, at any time, summon a meeting of the Board.

3. The quorum necessary for the transaction of the business of the Directors shall be at least 50% of the total number of Directors.

4. If at a meeting neither the chairman nor the deputy chairperson is present within 10 (Ten) minutes after the time appointed for holding the same, the Directors present may choose one of their number to be chairman for that meeting subject to the provisions of Article 5.7.

5. Questions arising at any meeting of the Directors shall be decided by a majority of votes of the Directors, present in person or by an alternate. Each Director shall be entitled to exercise 1 (One) vote.

6. All acts done in terms of any resolution passed at any meeting of the Directors or a committee of Directors or by any person acting as a Director, notwithstanding that it be afterwards discovered that there was some defect in their acting as aforesaid or that they or any of them were disqualified so to act, shall be as valid as if any such person acting as Director in a meeting of Directors or a committee of Directors had been duly appointed and had qualified to be a Director.

7. A Resolution signed by all the Directors shall be a valid Resolution notwithstanding that such Resolution may not have been passed at a meeting of the Board.

8. A meeting of the Board of Directors may be conducted by electronic communication, or one or more Directors may participate in a meeting by electronic communication, as contemplated, and subject to the provisions of Section 73(3) of the Act.

### 1.11.1 Committees

1. The Board may delegate any of their powers to committees consisting of such people as they think fit, the Chairperson of which committees may be appointed by the Board. Any committee so formed shall be in an advisory capacity to the Board and shall report to and be responsible to the Board and in the exercise of the powers so delegated, conform to the rules that may be imposed on it by the Board.

2. Should the Board not appoint the chairperson of a committee, the members of that committee shall elect a chairperson of its meetings. If at any meeting the chairperson is not present within 10 (Ten) minutes after the time appointed for holding the same, the committee members present may elect one of their number to be chairperson for that meeting.

3. A committee may meet and adjourn as it thinks fit. Questions arising at any meeting shall be determined by a majority of votes of the committee Members present and in the event of an equality of votes the chairperson shall have a second or casting vote.

### 1.11.2 Limitation of Liability of Directors

Subject to the provisions of the Act, no Director shall be liable for any loss, damage or misfortune whatsoever which shall happen in the execution of the duties of his office or in relation thereto unless the same occurs as a result of his own dishonesty, gross negligence or default, breach of duty or breach of trust.

## 1.12 Delegation of Powers of Directors

The Board may, from time to time, entrust to and confer upon the Manager, or any other designated official of the Association or consultant or any other person or firm, for the time being, such of the powers and authorities vested in it as it may think fit, and may confer such powers and authorities for such time and to be exercised for such objects and purposes and subject to such terms and conditions and restrictions as it may think expedient, and they may confer such powers and authorities either collaterally or to the exclusion of, or in substitution for, all or any of the powers and authorities of the Directors and may from time to time revoke or vary all or any of such powers and authorities. The Board may delegate operational authority to the Estate Manager, including enforcement of Conduct Rules, access control, and day-to-day estate management, subject to oversight and review.

## 1.13 Sectional Title Schemes

1. As is clear from Article 1 hereof, in the event of a Sectional Title register being opened on any Subdivision, as contemplated in terms of the Sectional Titles Act, then in that event, the Body Corporate of such sectional title scheme (as opposed to the individual owners of the sectional title units therein) shall be the member of the Association in respect of that particular Subdivision.

2. It is recorded that although the aforesaid Body Corporate, as the member of the Association, is obliged to comply with the provisions of the Memorandum of Incorporation and the Rules, (and further obliged to ensure that the Body Corporate's members, guests and invitees or any other person who may come upon the Subdivision in question or the Estate by virtue of their rights thereto, do likewise) each Owner of each sectional title unit in such sectional title scheme shall, should the Board so require, be obliged to sign an undertaking in favour of the Association agreeing to comply with the Memorandum of Incorporation and Rules and to pay a portion of the levy payable by the Body Corporate to the Association (which portion shall be calculated by multiplying the total levy payable by the Body Corporate by the participation quota, as contemplated in the Sectional Titles Act, of that particular section) directly to the Association in the event of the Body Corporate failing to make payment of the total monthly levy to the Association timeously.

3. The levy and other amounts due by the Body Corporate to the Association shall constitute a first charge on all amounts collected by the Body Corporate from its members.

4. In no way detracting from the generality of the aforesaid, or anything contained in this Memorandum of Incorporation, it is specifically recorded that each Body Corporate shall ensure that no section in its scheme is transferred until such time as, inter alia, the transferee of such Section has secured the payment of the Levy Stabilization Fund contribution (as more fully referred to in Article 14.12 hereof) to the satisfaction of the Association.

5. The Association shall carry out all the functions and assume all powers as provided for in the Sectional Titles Act (and in particular Sections 37 and 38 thereof) as the Association may require to be delegated to it by the relevant Body Corporate, in relation to any Sectional Title Scheme in the Estate. In addition to the foregoing any controlling body of any Sectional Title Scheme shall assign such powers and functions to the Association as may be required of it by the Association.

## 1.14 Levy Fund

1. The Members shall in general meeting establish and maintain a levy fund sufficient in their opinion for the repair, upkeep, control, management and administration of the Association and of the Estate including the provision of security services for the Estate, garden maintenance, Services, verge, private road and Common Spaces maintenance, insurance premiums, the payment of rates and taxes and other charges on the Estate levied by the local or any other authority, any charges for the supply of electric current, gas, water, fuel and sewage disposal, refuse collection and any other services to the Estate including any matter arising from the provisions of Article 13, and any services required by the Association to enable it to carry out its main and ancillary objects, for the covering of any losses suffered by the Association, for the payment of any premiums of insurance and of all other expenses incurred or to be incurred in relation to the Estate and for the discharge of any other obligation of the Association (provided that nothing in this Memorandum of Incorporation shall be construed as obliging the Association to pay service charges due by Owners to the relevant authority).

2. All levies due by Members shall be payable to the Association immediately same become due and owing without deduction, demand or set off.

3. Subject to the provisions of Articles 14.3, the Members shall, at the Annual General Meeting of the Association determine the proportions in which Members shall contribute towards the levy fund in accordance with the following principles, having regard to all circumstances prevailing at the time and to equity:

- (a) they shall assign those costs arising directly out of a Subdivision to the Member owning such Subdivision;
- (b) they shall assign those costs relating to the Estate generally, (including but in no way limited to the maintenance of the Common Spaces) to all Owners equally provided that if an Owner owns more than one Subdivision, such Owner shall be deemed to be a separate Owner in respect of each Subdivision he owns for purposes of this clause and provided further, that the Body Corporate of a sectional title scheme within the Estate shall be deemed to be the owner of 5 Subdivisions for the purposes of this clause;
- (c) they may draw distinction between the services rendered by the Association to a particular Body Corporate for a particular Scheme, again considering the nature and extent of the services rendered to that Body Corporate and the Owners of Units within that Body Corporate.

Provided however that the Members may (subject to the provisions of Article 14.3 above) in any case where they consider it equitable to do so, assign to any owner any greater or lesser

share of the costs as may be reasonable in the circumstances; and provided further that any replacement or other reserves shall be determined by the Members in general meeting.

4. All contributions received from Members shall forthwith be deposited in a separate account which the Association shall open and keep with a financial institution.

5. The monies in the levy fund shall be utilized to defray the expenses referred to in clause 14.1 above.

6. Notwithstanding any person ceasing to be a Member, all levies attributable to any period whilst such person was a Member, shall continue to be of full force and effect and recoverable from such person.

7. Any amount due by a Member whether in respect of a levy or any other amount falling due for payment under this Memorandum of Incorporation, which remains unpaid after the same has fallen due, shall bear interest as from the due date for payment to the date of payment at a rate of interest equal to that charged by the Standard Bank of South Africa Limited as its prime overdraft rate plus 2 (Two) percentage points. The Board may, in its sole discretion, increase the interest rate, provided that the interest rate must not exceed the maximum rate of interest payable per annum under the National Credit Act (2005) Act No 34 of 2005, compounded monthly in arrears.

8. Subject to the provisions of Article 14.3, the Board shall have the power to impose additional special levies on Members in respect of any unforeseen expenditure (not provided for in the annual budget of the Association as approved of by the Members at the Annual General Meeting), which in the opinion of the Board is urgent and shall determine how such levies are to be paid in accordance with the principles set out in Article 14.4.

9. A Member shall not be entitled to demand repayment of any amount standing to the credit of his levy account.

10. All contributions levied under the provisions of this Memorandum of Incorporation shall be due and payable by Members on the passing of a resolution to that effect by the Board and may be recovered by the Association by action in any Court (including any Magistrates Court) of competent jurisdiction from the persons who were Members at the time when such contributions became due.

11. The Board shall establish a Levy Stabilization Fund for the purposes of meeting extraordinary expenditure and expenditure of a capital nature, to be incurred by the Association in conducting its main objects under provisions of this Memorandum of Incorporation. In the event of any Subdivision or Unit being sold, alienated or otherwise disposed of, the new owner shall be obliged to pay the Levy Stabilization Fund contribution applicable at that time and the ex-owner shall not be entitled to a refund of the Levy Stabilization Fund contribution paid by him. Further, in the event of the owner of a Unit or Subdivision being a Juristic Person and the Beneficial Interest in such Juristic Person being alienated or otherwise disposed of, the new holder of such Beneficial Interest shall similarly be obliged to pay the Levy Stabilization Fund contribution applicable at the time, and the ex-holder of such Beneficial Interest shall not be entitled to a refund of any Levy Stabilization Fund contribution paid (notwithstanding the aforesaid, any change in the ownership of any Immovable Property or any change in Beneficial Interest in a Member which is a Juristic Person, which results from an alienation due to

succession, whether testate or intestate, shall not give rise to an obligation on the part of the Member to make a contribution to the aforesaid Levy Stabilization Fund).

12. Should a Member be more than 60 (Sixty) days in arrears with the payment of any levies due in terms of this Memorandum of Incorporation or any other amount of any nature whatsoever due to the Association by such Member (including by not limited to any fine that may be imposed by the Association on any such Member) and remain in arrears notwithstanding demand for payment by the Association, then in that event such Member shall not be entitled either in person or by proxy to speak or vote at a meeting of Members of the Association. A certificate by the Chairman of the Board, dated not more than 14 (Fourteen) days prior to any such meeting, shall constitute proof of non-payment of any arrear levies by such Member and shall entitle the Chairman of such meeting of the Members of Association to prevent such Member or his proxy speaking or voting at such meeting (even if payment is made by such Member before such meeting but subsequent to the aforesaid certificate having been signed by the Chairman of the Board).

13. Should any Member be more than 60 (Sixty) days in arrears with the payment of any levies due in terms of this Memorandum of Incorporation and subject to directors' discretion, he shall be subjected to legal proceedings in terms of the Memorandum of Incorporation to recover all outstanding levies. The costs of such proceedings shall be for the account of the defaulting party. Any defaulting member who is in arrears of his levy payments shall not be entitled to access the estate through the facial recognition access system. The defaulting member and his family members shall be required to register as visitors to the estate prior to being given access. Removal of this facility shall also bar the defaulting member from issuing any Pin access authority (Visitors App).

14. In the event of there being a dispute as to the amount of any levy due by the Member, such dispute shall be referred to the Association's Auditors for a decision, whose decision shall be final and binding on the parties.

15. Penalties and fines imposed under the Conduct Rules shall be recoverable as part of the Member's financial obligations to the Association. Maybe add it to the member’s levy.

## 1.15 Accounting Records

1. The Board shall cause such accounting records as are prescribed by the Act to be kept. Accounting records shall be deemed to be proper if they represent fairly the situation and business of the Association and explain the transactions and financial position of the trade or business of the Association.

2. The accounting records shall be kept at the registered office of the Association or at such other place or places as the Board thinks fit and shall always be open to inspection by the Members.

## 1.16 Annual Financial Statements

1. The Board shall from time to time, in accordance with the Act, cause to be prepared and laid before the Association in general meeting such financial statements as are prescribed by the Act.

2. A copy of any annual financial statements shall be laid before the Association in the annual general meeting. A copy of the aforesaid financial statements shall, not less than 21 (Twenty-One) days before the date of the meeting, be sent to every Member of the Association: provided that this Memorandum of Incorporation shall not require a copy of those documents to be sent to any person of whose address the Association is not aware.

## 1.17 Auditor

An auditor shall be appointed in accordance with the Act.

## 1.18 Notices

1. A notice may be given by the Association to any Member either by advertisement or personally, or by sending it by post by prepaid letter addressed to such Member at his registered address, or if he has no registered address in the Republic at the address (if any) within the Republic supplied by him to the Association for the giving of notices to him. Any notice which may be given by advertisement shall be inserted in such newspaper as the Board may from time to time determine.

2. Notice of every general meeting shall be given in any manner authorized:

- (a) to every Member of the Association. If a Member has not supplied the Association with an address within the Republic of South Africa for the service of notice by hand, or by registered post, then it shall be considered sufficient for the Association to serve notice at the address of the Immovable Property owned by the Member;
- (b) to the auditor for the time being of the Association.

3. No other person shall be entitled to receive notice of general meetings.

4. Any notice by post shall be deemed to have been served at the time when the letter containing the same was posted, and any notice by advertisement shall be deemed to have been given on the day upon which the advertisement was published in the newspaper, and in proving the giving of the notice by post, it shall be sufficient to prove that the letter containing the notice was properly addressed and posted.

5. The failure to give notice to any Member or the failure of any Member to receive a notice shall not vitiate any proceedings of the Association.

6. Notwithstanding anything contained herein or elsewhere, the sending of any notice or other communication to a Member at an electronic mail address, nominated by such Member for these purposes in writing to the Association, shall be deemed to be good and proper service of such notice or other communication, in terms of this Memorandum of Incorporation, and shall be deemed to have been received by the Member on the date that such communication or other notice was sent by electronic mail.

7. Notices may be delivered electronically via email or other digital platforms approved by the Board, provided such delivery can be reasonably verified. Members shall ensure their contact details are kept up to date with the Association.

## 1.19 Winding-Up of Association

Subject to the provisions of Article 21.4.2, in the event of the Association being wound up, its assets (if any) shall devolve upon such other corporation as the Members in such winding-up order determine, provided that such corporation has aims and objects like those of the Association.

## 1.20 Design Review Committee

1. The Design Review Committee shall be comprised of:

- (a) 1 (One) professional architect, appointed by the Board, the Manager (if any) and such other individuals appointed by the Board.

2. The Design Review Committee shall function as, *inter alia*, an aesthetics committee with a view to ensuring any development within the Estate is in accordance with the Architectural and Development Guidelines, the Scheme and with standards and an architectural theme which will enhance the attraction of the Estate as a whole.

3. The Board shall ensure that the Design Review Committee conducts all the functions and duties entrusted to it to give proper effect to the provisions of the Architectural and Development Guidelines.

4. A meeting of the Design Review Committee may be called by any Member on 14 (Fourteen) days' written notice to the other Members.

5. During the building phase of a home, the building contractor shall maintain the building site in a clean and safe condition. Should the site become untidy or unsafe in the opinion of the DRC committee, the building contractor and the owner will be instructed in writing to remedy the situation. Should the situation not improve after two written notifications then the DRC chairperson shall instruct the gate control to restrict access to the building contractor and his staff until the specific site is returned to an acceptable condition in the eyes of the DRC.

## 1.21 Repair, Upkeep, Administration, Management and Control of the Estate

### 1.21.1 Buildings and Improvements

1. In order to procure compliance with the nature and amenity of the Estate nothing shall be placed on or attached to a building or any other structure, visible from outside of the building or such other structure without the consent of the Design Review Committee and no building, extension or alteration to an existing building or other structure shall be built or erected within the Estate, other than in accordance with the Scheme, the Architectural and Development Guidelines and plans approved by the Design Review Committee which approval shall be in writing and signed by a duly authorized representative of the Design Review Committee. The Design Review Committee shall be entitled to charge members a fee, as determined by the Board in this regard. Before giving such approval, the Committee may require that there be lodged with it:

- (a) such description and/or drawing and/or plan as may be necessary, in the opinion of the Committee, to enable them to consider the matter;
- (b) details of construction materials to be used;
- (c) the payment of a scrutiny fee, set by the Association to peruse the aforesaid documentation (which fee shall be set by the Association, in its sole and absolute discretion);
- (d) a geotechnical report of the Immovable Property in question;
- (e) a detailed survey of the Immovable Property in question; and
- (f) such other documentation and information as the Design Review Committee in its sole and absolute discretion may require.

2. Any approval as contemplated herein may be subject to such conditions as the Design Review Committee may deem fit. In the event of any building or other structure being erected, save in accordance with the plans approved of by the Design Review Committee as set out in this clause, then in that event, the Board shall be entitled to make such amendments to such building or other structure in order to procure compliance with building plans approved of by the Design Review Committee and recover the costs of such alterations from the relevant owner in question which amount shall be deemed to be part of the levy due by the Member to the Association. This clause shall in no way alter or supersede any requirements of or obligations to the relevant Local Authority.

3. Members shall ensure that their land is always kept in a neat and tidy state to the reasonable satisfaction of the Design Review Committee.

### 1.21.2 Landscaping

1. Save as may otherwise be agreed by the Board, any landscaping on Immovable Property to be undertaken by a Member shall be undertaken in accordance with a landscape plan approved by the Design Review Committee and no Member shall commence landscaping of any Immovable Property until such time as such landscape plan has been approved in writing.

2. Notwithstanding anything to the contrary herein or elsewhere contained, no Member shall have the right to landscape any part of the Estate or attempt to erect any fence or wall or any other structure or remove same on any Immovable Property without the prior written consent of the Design Review Committee.

3. The maintenance of any garden area shall be in accordance with such rules and regulations as the Board may lay down, from time to time, (including, but in no way limited to, any rules or regulations the Board may lay down from time to time, in respect of the appointment and accreditation of persons authorized to maintain such areas).

### 1.21.3 Services

The responsibility in respect of the supply, maintenance and upkeep of services and infrastructure to the Estate shall be as set out in the services agreement(s) between the Developer and the Umlalazi Municipality and/or the Uthungulu District Municipality or any other local authority that may exist, from time to time. In the event of a conflict between the

services agreement and this Memorandum of Incorporation, the provision of the services agreement shall prevail.

#### 1.21.3.1 Water

The Members shall be liable for and shall pay to the relevant local authority on demand all charges arising from water supplied to or consumed in or on the Member's Immovable Property.

#### 1.21.3.2 Electricity

- (a) The liability of Members for electricity charges shall be in accordance with separate meters serving each Members' Immovable Property. The Members shall be liable for and shall pay to the relevant local authority on demand all charges arising from electricity supplied to or consumed in or on the Member's Immovable Property.
- (b) Lighting on the Common Spaces shall be supplied through separate electricity supply meters and the cost incurred by the Association in respect thereof shall be recovered from Members as part of the levies imposed by the Association.

#### 1.21.3.3 General

- (a) Each Member of the Association shall from date of transfer be responsible for any connection charges to the infrastructure of the Estate, and the cost of the maintenance and replacement of any metering device.
- (b) The Association shall have the right to convey water, electricity, sewerage, telephone information technology, telecommunication, security communication, and any other services over any Common Space or any privately owned Subdivision, and shall have the right of access to such premises for the purposes of installing, replacing and/or repairing such services.
- (c) The Members shall allow reasonable access to, and co-operate with, the Association (as the case may be) together with their agents and representatives onto their Subdivisions for purposes of maintaining any pipes or equipment or in general any of the systems necessary for the conveyance or provision of the services referred to above.
- (d) Without limiting the generality of the provisions of Article 21.3.3(c), The Association shall have the right to register servitudes of right of way and/or servitudes for the conveyance of electricity, water, sewerage, telephone lines, information technology, security systems and any other type of services and/or servitudes of encroachment or servitudes in respect of any common walls or structural support or any other servitudes in respect of any other type of use. The Members accept and shall be bound by the consents to the registration of the servitudes referred to in this Article 21.

### 1.21.4 Common Spaces and Private Roads

1. Members, their employees and invitees shall be entitled to use the Common Spaces and Private Roads, owned or managed by the Association in the Estate, subject to the rules and restrictions as the Board may lay down from time to time, provided that at all times Owners shall have vehicular and pedestrian ingress and egress from their land to a public road, subject to security measures as the Board may implement from time to time.

2. No resolution for the winding up of the Association shall be passed prior to the rights of vehicular and pedestrian ingress and egress above referred to being secured by way of

servitudes registered against the title of the Estate or the transfer of such accesses to a local authority, as public roads.

### 1.21.5 Maintenance of Building

Save where such work is carried out by the Association, the exterior of every building shall be maintained and kept in a clean, tidy and neat condition by the Member and no Member shall be entitled to apply paint or any similar material to any exterior part of his building without the prior written consent of the Design Review Committee which consent shall not unreasonably be withheld. An Owner shall, on receipt of a notice given by the Design Review Committee, undertake such work as may be specified in such notice relative to such Owner's building. Should an Owner fail to carry out any work as required by the Design Review Committee, after the Design Review Committee has given the owner notice, which the Design Review Committee deems reasonable in the circumstances, so to comply, the Board shall be entitled to carry out such work and to recover the reasonable cost thereof from the Member concerned which amount shall be deemed to be part of the levy due by the Member to the Association.

### 1.21.6 Occupation of Building

Occupation and use of a building shall, always, be in compliance with the Scheme and this Memorandum of Incorporation. No Member shall use any building within the Estate or allow any other person to use such building for purposes not permitted by the Scheme or this Memorandum of Incorporation or the Rules, nor occupy any building not approved of by the Design Review Committee and confirmed in writing by the Design Review Committee as being complete and compliant with its requirements.

### 1.21.7 Security of the Estate

The Association shall provide such security in the Estate as it deems appropriate, from time to time. The Association or its persons authorized by it, shall be entitled to enter upon any Immovable Property for the purposes of maintaining the security perimeter fence of the Estate, for the purposes of maintaining any other security apparatus and for the purposes of patrolling the Estate for security purposes.

### 1.21.8 Maintenance of Common Spaces, Private Roads, and Municipal Services

The Association shall be responsible for the maintenance, upkeep, and repair of the Common Spaces. Further, in the event of the Local Authority, or any other provider of services to an area in, or in the vicinity of the Estate, not having the means or being unwilling to maintain or provide the services normally provided by a local authority or, in the event of the Local Authority or any other service provider not maintaining the services normally provided by a local authority to a standard acceptable to the Association, then in that event, the Association may provide and maintain such services (in consultation, where possible, with such Local Authority or other service provider).

### 1.21.9 Environmental Management Plan

1. Notwithstanding anything contained herein or elsewhere, no Immovable Property within the Estate shall be developed or utilized in any manner save in accordance with the Environmental Management Plan.

2. It is recorded that the management and other obligations of the Developer in terms of the Environmental Management Plan shall pass to the Association on the expiry of the Development Period.

### 1.21.10 Architectural and Development Guidelines

Notwithstanding anything contained herein or elsewhere, no Immovable Property within the Estate shall be developed save in accordance with the provisions of the Architectural and Development Guidelines.

### 1.21.11 Prohibition of Certain Business Activities Conducted in the Estate

The Estate is exclusively a residential estate with a strict security protocol in keeping with the provisions of this Memorandum of Incorporation. No Member or resident in the Estate may conduct any business activity within the Estate that requires direct access to the Estate by the public or any customer or client. This prohibition includes, but is not limited to, the operation of Bed and Breakfast establishments, overnight residence and retail outlets.

Notwithstanding this provision, a member may rent out his property to a tenant, provided the period of the lease exceeds 6 (Six) months.

### 1.21.12 Estate Management

The Board shall enforce environmental, architectural, and security protocols as detailed in the Conduct Rules, including access control, refuse management, and wildlife protection. These operational rules shall be binding on all Members and their tenants, guests, and contractors.

## 1.22 Rezoning

An Owner may not have his Subdivision rezoned (or have the permitted statutory use thereof otherwise changed), save with the prior written consent of the Association first being had and obtained.

## 1.23 Subdivision and Consolidation

An Owner may not have his Subdivision further subdivided nor consolidated with other properties, save with the prior written consent of the Association first being had and obtained.

## 1.24 Enforcement of Obligations of Owners

Should any Member or any lessee of a Member fail to perform any obligation incumbent upon him, if applicable, within the period of any notice given for compliance, the Board shall be entitled, but not obliged, to do such things and incur such expenditure as is, in the opinion of the Board, necessary and/or requisite to procure compliance. The costs thereby incurred by the Association shall be a debt due by the Member concerned, which shall be payable on demand. The Member shall be obliged to bring to the attention of any tenant of his Immovable Property, the rules, and regulations of the Association. In addition, a Member shall utilize its best endeavours to ensure that any invitee of the Member who goes upon the Estate complies with the Association's rules and regulations.

## 1.25 Determination of Disputes

### 1.25.1 Internal Dispute Resolution Process (Pre-CSOS)

#### 1.25.1.1 Purpose and Scope

This process aims to resolve disputes fairly and efficiently within the HOA before escalation to external bodies like CSOS. It applies to:

- Member-to-member disputes
- Member vs. Board disputes
- Owner vs. HOA enforcement actions
- Tenant-related disputes (if authorized by owner)

#### 1.25.1.2 Step-by-Step Procedure

**(a) Step 1: Written Complaint Submission**

The complainant must submit a written complaint to the HOA Manager or Board, including:

- Full name and property details
- Nature of the dispute
- Relevant facts, dates, and supporting documents

Acknowledgement of receipt shall be provided within 5 working days.

**(b) Step 2: Initial Review and Classification**

The Board (or designated Dispute Committee) reviews the complaint within 10 working days and classifies the dispute as:

- Governance-related
- Conduct rule breach
- Financial (e.g., levies)
- Other

**(c) Step 3: Informal Resolution Attempt**

The Board may invite parties to a facilitated meeting or written exchange to resolve the matter informally. This must occur within 15 working days of classification. If resolved, outcome is recorded and signed by both parties.

**(d) Step 4: Formal Internal Hearing (if unresolved)**

A hearing panel is convened (minimum 3 impartial members, excluding directly involved directors). Parties may submit written statements and attend in person or virtually. Hearing must occur within 30 working days of failed informal resolution. Decision issued within 10 working days post-hearing.

**(e) Step 5: Appeal Mechanism**

Aggrieved party may appeal the decision to the full Board within 10 working days. Board must respond within 15 working days. Final internal decision is issued and recorded.

#### 1.25.1.3 Recordkeeping and Confidentiality

All proceedings are confidential unless disclosure is required by law. Records are retained for 5 years and may be submitted to CSOS if escalated.

**2.** If internal resolution fails, either party may refer the matter to CSOS for adjudication. The HOA must provide all internal records and confirm exhaustion of internal remedies.

## 1.26 Disclaimer of Responsibility

1. The Association shall not be liable for any injury to any person, damage to or loss of any property, to whomsoever it may belong, occurring or suffered, upon the Estate regardless of the cause thereof nor shall the Association be responsible for any theft of property occurring within the Estate. Members shall not, under any circumstances, have any claim or right of action whatsoever against the Association for damages, loss or otherwise, nor be entitled to withhold or defer payment of any amount due by them for any reason whatsoever.

2. The Association and/or its agents shall not be liable to any Member or any of the Member's lessees, or their respective employees, agents, servants, invitees or customers or any member of the public dealing with the Member for any injury or loss or damage of any description which the Member or any such other person aforesaid may suffer or sustain whether directly or indirectly in or about the Estate, regardless of the cause thereof.

3. Members hereby indemnify the Association and its employees, servants and agents and lawful invitees and hold them harmless against all claims by any person arising from any injury or loss or damage as contemplated in this clause twenty-six.

## 1.27 Amendment to Memorandum of Incorporation

Save as otherwise herein provided, this Memorandum of Incorporation may only be amended or varied by way of a Special Resolution of Members.

## 1.28 Prohibition Against the Subdivision and Consolidation of Immovable Property

No Immovable Property shall be subdivided or consolidated without the consent of the Association, which consent the Association may in its sole and absolute discretion grant or refuse.

# 2 PART B: CONDUCT RULES

**Of the Zini River Estate Homeowners' Association**

**(Including the Iliza Bay, the Heights, and Storage Units, or ZRE Equestrian Facility Sectional Title Developments)**

## 2.1 Introduction

Zini River Estate (ZRE or the Estate), which includes the Iliza Bay Sectional Title Development (Iliza Bay Body Corporate or IBBC), the Heights Sectional Title Development (the Heights) and the Storage Units Sectional Title Development (previously known as the ZRE Equestrian Centre) (Storage Units Body Corporate or SUBC), has been designed to provide a gracious and secure lifestyle for its residents. To protect and enhance the lifestyle, Estate Rules have been established in terms of Section 8 of the Memorandum of Incorporation (MOI). They are binding on all person's resident on or visiting the Estate and shall be administered by the Directors of the Board of the ZRE Homeowners Association (ZREHOA).

The registered owners of a Subdivision on the Estate or a Unit in the IBBC, the Heights or the SUBC are responsible for ensuring that members of their households, tenants, visitors, invitees and all their contractors or employees, which include tradespersons, service providers and suppliers, (together all referred to herein as Tenants or Visitors) are aware of and abide by the Conduct Rules. Tenants have the same responsibility with respect to their households and visitors. The Conduct Rules may be modified, amended, or repealed from time to time subject to the procedure laid down in the MOI, which vests the ultimate control over the Conduct Rules in the Board.

Members and Tenants and Visitors must acquaint themselves with the MOI, the Conduct Rules, and the Estate's Architectural and Development Guidelines (ADGs), and all Associated Documentation forming part of the ADGs. Ignorance of the provisions of the MOI, the Conduct Rules, and the ADGs shall not constitute a reason for non-compliance, or for avoiding the prescribed consequences of a breach of the MOI, the Conduct Rules, or the ADGs.

These Conduct Rules are issued under Article 8.6 of the MOI and are enforceable in terms of the Companies Act 71 of 2008, the CSOS Act 9 of 2011, and the Constitution of the Republic of South Africa.

## 2.2 Definitions, Interpretations and Delegations

In these Conduct Rules, unless it appears to the contrary, either expressly or by necessary implication, the words and expressions as defined in the MOI shall bear the same meaning in these Conduct Rules as in the MOI.

Unless the context otherwise requires any words importing the singular number only shall include the plural number and *vice versa*, and words importing any one gender only shall include the other gender as well as juristic persons.

1. In particular, the following words and phrases shall, unless the context otherwise requires, have the meanings given below:

1.1. "Association" means the Zini River Estate Homeowners' Association (ZREHOA or the Estate) as created in the Memorandum of Incorporation (also referred to as the MOI).

1.2. "Board" means the Board of Directors from time to time of the Association, as elected in terms of the MOI, as represented in the day-to-day management of the Estate by the Estate Manager.

1.3. "Common Property" means the common property to be managed and controlled by the Association as defined in the MOI, and includes, without limitation, the roads, and Conservation Areas on the Estate.

1.4. "Zini River Estate" (the Estate) means the Township established on the development area, to be managed and controlled by the Association, as represented by the Board, or by the Estate Manager appointed by the Board to manage the Estate.

1.5. "Estate Manager" means the person appointed by the Board to represent the Board in the day-to-day management of the Estate, or persons reporting to the Estate Manager, duly authorised by him/her.

1.6. "Iliza Bay" or "IBBC" shall mean the Iliza Bay Sectional Title Development, as represented by the Board of Trustees of the Iliza Bay Body Corporate.

1.7. "Member" means a member of the Association. The term "Member" generally has the same meaning as "homeowner", "Subdivision Owner" or "Unit Owner", but is more exact and ties in with the MOI. For this reason, "Member" is used in preference to "homeowner" or "owner", and, where applicable a reference to "Member" or "Owner" will be deemed to include the household, tenants, employees, contractors, invitees and guests of such Member/Owner. This extended definition is for operational enforcement only and does not alter the legal definition of "Member" under the MOI.

1.8. "Directors" means the Directors for the time being of the Zini River Homeowners Association, who form the Board of Directors of the Association, and act on behalf of the Association, as more fully described in the MOI.

1.9. "Storage Units" or "SUBC" means the Storage Units Sectional Title Development as represented by the Board of Trustees of the Storage Units Body Corporate or SUBC.

1.10. "Subdivision" or "Erf" means every Erf on the Estate.

1.11. "Tenant" shall mean any tenant where the lease has been approved by the Association, and, where applicable a reference to Tenant will be deemed to include the household and Visitors of the Tenant.

1.12. "Unit" shall mean one of the 56 units in Iliza Bay, all registered Units in the Heights or the 29 units in the SUBC.

1.13. "Vehicle" means any form of conveyance, whether self-propelled, or drawn by machine, animal, or human agency.

1.14. "Visitor" means the household of a member or tenant, or the visitors, invitees and all their contractors or employees, which include tradespersons, service providers and suppliers of such Member or Tenant.

1.15. "POPIA Policy" means the internal POPIA policy which applies to the ZREHOA and all its employees in terms of the Protection of Personal Information Act 4 of 2013 as may be amended, substituted or varied from time to time.

1.16. "The Heights" means the Heights Sectional Title Scheme, a medium density residential development of 40 Units envisaged to be built, duly registered in 2025.

2. It shall be the responsibility of every Member to ensure that all members of his/her household, Tenants, and all Visitors are fully aware of the provisions of the MOI, and these Conduct Rules. In the event of any breach of the Conduct Rules by the Member, members of his/her household, Tenants, or Visitors, or the members of the household or Visitors of the Tenant, such breach shall be deemed to have been committed by the Member himself/herself.

3. These Rules must be interpreted and applied in accordance with the Memorandum of Incorporation (MOI), the Community Schemes Ombud Service Act, and the Constitution of the Republic of South Africa. In the event of any irreconcilable conflict between these Rules and the MOI, the MOI shall prevail.

## 2.3 Domestic Refuse

1. Subject to the provisions of the services agreement entered between the Association and the local authority, the removal of domestic/household refuse shall be under the control of the Association which may, in exercising its functions in this regard from time to time by notice in writing to all persons concerned:

- (a) wheelie bins – preferably colour green is required to be used.

2. All refuse must be kept in the wheelie bins, which must be placed out of sight of roads, except when put out for collection and then only until the refuse has been collected, at which stage the container should be removed promptly.

3. Where any item of refuse is of such a size or nature that it cannot be conveniently removed by the refuse removal services provided or arranged by the Association, the Association may give directions as to the manner in which such refuse must be disposed of.

4. The Association supports recycling, and all recyclable products must be recycled in a manner as directed by the Association from time to time.

## 2.4 Domestic Animals

1. By reason of the fact that the Estate is an Eco Estate adjacent to a Nature Reserve and is sensitive to fauna and flora and, in particular, the biodiversity of the Conservation Area forming part of the Estate, the keeping of domestic animals shall be restricted to protect the ecology of the Estate.

2. Members that issue pins to their guests/visitors must inform them that when they enter the Estate, their animals will not be allowed.

3. Taking into consideration the type of domestic animal that a member intends to keep on the Estate, the Board may, from time to time, prescribe rules and conditions regarding the keeping of any such animal(s). The following Rules and conditions apply:

### 2.4.1 Cats

Due to the ecologically sensitive nature of the Estate, and in relation to the keeping of cats on the Estate, the following Rules apply:

1. The keeping of cats on the Estate is prohibited.

### 2.4.2 Dogs

Due to the ecologically sensitive nature of the Estate, and in relation to the keeping of dogs on the Estate, the following Rules apply:

1. The keeping of a maximum of two dogs per household is permitted, subject to containment of such dogs in a fenced area, such fenced area to be to the satisfaction of the Board.

2. Notwithstanding the provisions of clause 4.5.1 above, in the event that, at the time of publication of these revised Conduct Rules, a Member or Tenant should have more than 2 dogs on his/her Property, then such Member or Tenant shall, within 14 days of publication of these revised Conduct Rules, submit a written declaration regarding such existing dogs to the Board, together with photographs of such dogs, and a motivation relating to the keeping of more than 2 dogs on the property in question.

3. Whenever any new or replacement dogs are brought onto the Estate, or when any puppies are born, then the Member or Tenant who wishes to introduce such new dogs onto the Estate shall submit a declaration to the Board, providing photographs of such new or replacement dogs, together with a motivation relating to the keeping of more than two dogs on the property in question.

4. Dogs shall at all times be kept within the containment area of the property in question, provided that, if taken out of such containment area, the dogs shall at all times be kept on a leash and shall not be allowed to roam the Estate, even when in the presence of the Owner, Tenant or minder.

5. All Owners, Tenants or minders that take dogs for walks on leashes must please carry a bag to pick up any faeces.

6. Where any breach of the rules set out in this clause 4.5 occurs, or where a dog is found outside of the premises of an owner without being on a leash, the following penalties will apply:

- First breach of these Rules: Written Warning
- Second breach of these Rules: R500 Penalty
- Third or subsequent breach: R1000 Penalty

6. Should any Dog kept on the Estate become a nuisance or endanger any fauna or flora, the Board may by thirty (30) days written notice to the Member or Tenant require that such animal be removed from the Estate.

7. No vicious Dogs may be kept on the Estate.

## 2.5 Traffic and Pedestrians

1. The movement and control of traffic and pedestrians are subject to these Conduct Rules and to the security and access rules and regulations of the Estate and all relevant National and Provincial Traffic Legislation and the Rules and Regulations promulgated thereunder.

2. Furniture removal vehicles are not allowed on the Estate, and all furniture shall be brought in and taken out of the Estate with a furniture shuttle vehicle not exceeding 3 tons.

3. Motorised vehicles, including golf carts, shall be driven on the Estate roads only by persons who hold a valid current driver's licence which would permit them to drive that vehicle on a public road within South Africa.

4. No person shall drive any vehicle on any road within the Estate at a speed in excess of 40km per hour. A lower speed limit may be imposed by the Association where appropriate, where on all roads within Conservation areas being 20km per hour.

5. The following penalties will apply, in the event that a vehicle has been determined, through the use of camera or other equipment to have exceeded the applicable speed limit:

| **Speed above the applicable limit** | **Penalty** |
|---|---|
| >5.0 - ≤10.0 km/h | R200 |
| >10.0 - ≤15.0 km/h | R400 |
| >15.0 - ≤20.0 km/h | R800 |
| >25.0 km/h | R1600 |

It being specifically recorded that the Member shall be responsible for the payment of the penalty imposed on any member of the household, or Tenant, or Visitor of the Member.

6. Animals, birds and wildlife shall always have the right of way within the Estate and vehicles shall be brought to a stop whenever necessary to allow such animals, birds, and wildlife safe passage.

7. The Association may, by means of appropriate signage designed specifically for the Estate, give directions as to the use of roads and any portion of the roads and Common Property and failure by any person to obey this signage shall be a contravention of these Conduct Rules.

8. All persons on the Estate shall observe and comply with the provisions of any road traffic legislation applicable to the KwaZulu-Natal Province as fully and effectively as though the Estate's roads are public roads as defined in such legislation, provided that, nothing in this clause shall affect the validity of rules, speed limits and penalties imposed by the Board or constitute the roads in the Estate as public roads.

9. No person shall store any motor vehicle, golf cart, caravan, boat, or the like in any place on the Estate except in a structure built for this purpose or in a place approved in writing by the Design Review Committee of the Board. None of the above vehicles etc shall be left overnight on any road or any other place in the Estate.

10. No vehicle may at any time block the thoroughfare of other vehicles on any road in the Estate.

11. Vehicles shall be parked in designated parking bays only on roads and hard surfaces.

12. Where any breach of the rules set out in this clause 5 occurs, and where such breach is not covered by the Penalties referenced in clause 5.5 above, the following penalties will apply:

- First breach of these Rules: Written Warning
- Second breach of these Rules: R500 Penalty
- Third or subsequent breach: R1000 Penalty

## 2.6 Open Space and Environmental Control

1. The Association shall have the right and duty to control the environment, which shall include but not be limited to the vegetation on the erven and Common Property, the erection of walls, fences, and hedges, and shall have the right to trim hedges and trees.

2. No person shall do anything that detrimentally affects the amenities, flora, and fauna of the Estate, or unreasonably interfere with the use and enjoyment of the Common Property.

3. No person shall discard any litter or any item of any nature whatsoever anywhere on the Estate, except in receptacles set aside for this purpose by the Association.

4. No overnight camping and or picnicking shall be permitted except at a place set aside for the purpose and designated as such by the Association.

5. No fire or braai shall be lit anywhere on the Common Spaces of the Estate, except in such places as may be designated for the purpose by the Association or in an approved and a properly constructed fireplace or braai.

6. No person shall do any gardening or landscaping or encroach in any way, including the disturbance, trimming or removal of any plants whatsoever, on the Common Spaces without the express prior written agreement of the Association in regard to the nature and extent of such gardening or landscaping activity or encroachment or disturbance. No person shall, unless authorised by the Association in writing and in advance to do so, pick or plant any flowers or other plants on the Common Spaces.

7. Subject to any Environmental or Planning Law or regulation made in terms of such laws, the Association shall be entitled to prohibit or restrict access to any part of the open space in order to preserve the natural flora and fauna, and no person shall enter such prohibited or restricted area without the advance written consent of the Association, and then on such terms and conditions as the Association shall prescribe.

8. The driving of motorised vehicles in the Common Spaces is confined to roads and driveways.

9. No person shall discharge a firearm, air rifle, bow or any similar weapon anywhere on the Estate or publicly display any such weapons.

10. Hunting is prohibited on the Estate and the trapping of birds and animals and setting of snares are specifically prohibited, provided that nothing in this clause shall impact on the right of the Estate to authorise the trapping of feral cats or other vermin, or any activities associated with the proper management of the fauna on the Estate.

11. Members and Tenants are required to keep the exterior of their dwellings in a good state of repair and their erven tidy. Should a dwelling or erf fall into a state of disrepair, or should an erf become unsightly, the Association shall call upon such Member and/or Tenant to rectify the situation, detailing what remedies are required and giving the Member and/or Tenant a reasonable period for commencement and completion of the remedial work required. If the Member and/or Tenant fails to comply with the Associations' requirements within the stipulated times, the Member shall be in breach of the Conduct Rules, and the Association may proceed in terms of Clause 14 of these Conduct Rules.

12. All Members, Tenants, and Visitors shall be obliged at all times to observe and adhere to any provision or condition contained in any Environmental Management Plan approved by any competent authority in respect of the Estate.

## 2.7 Access Control

In order to ensure adequate security for the ZREHOA and its Members the following security measures shall be implemented:

1. The Estate's entire perimeter will be fenced with the exception of the river frontage. The fencing material will be small game permeable in order to allow the migration of fauna between the Estate property and the adjoining uMlalazi Nature Reserve, the Golf Course and the adjacent Sugarcane Farm.

2. The fence shall be electrified and alarmed to warn of unauthorised access.

3. The entrance to the Estate will be controlled by a gatehouse which will be erected on Erf 287 which belongs to the Association. The gatehouse shall be controlled by security personnel and shall contain the necessary infrastructure to enable such personnel to monitor *inter alia* the electric fence, and to control access to the Estate by vehicle and pedestrian traffic.

4. All Members, their households, Tenants, and Visitors, shall be obliged at all times to observe and adhere to any provision or condition contained in any Security or Access control Policies or Procedures issued by the Board from time to time.

## 2.8 Administration

1. Levies become due from the date of transfer of the property or unit and are payable by the Members **monthly in advance on the first day of each and every month.**

2. Clearance certificates, issued by ZREHOA, will not be issued in order to enable a transfer to be affected until such time as the Seller's levies including all other monies and interest owing, together with three months advance levies are fully paid up.

3. Interest will be charged on all levy and other accounts in arrears at an interest rate to be determined by the Board from time to time, in addition to an Administration fee to be determined by the Directors, from time to time.

## 2.9 Letting, Resale and Occupation by Members' Guests of Properties

1. The following rules, read with 2.2 above, shall apply to the letting and resale of property on the Estate:

1.1. Only an Estate or Property Agent approved by the Association may be employed in the sale or letting of any Subdivision or Unit on the Estate, which approval may be withdrawn by the Association in its discretion.

1.2. Such agents must operate on a "by appointment" basis. They may not erect any "for sale" or "show house" or "sold" boards or any other signage boards whatsoever on the Estate, or within 50 meters of the entrance to the Estate, and they must personally accompany prospective buyers or tenants onto the Estate and onto the property to be sold or let.

2. An Estate Agency/Agent must register their agency and agents at the security office. A portfolio of the agency must be handed into the Estate office with relevant documentation of all their qualified Agents working/selling on the Estate. The Agency or Agent will abide by stipulated procedures applicable to the sale or letting of Subdivisions or Units on the Estate, and in particular, will make any buyer aware of the MOI, the Conduct Rules, the Architectural and Development Guidelines, and any other relevant considerations applicable to ownership or occupancy of a Subdivision or Unit on the Estate. Any document prepared by the Agent containing an offer of sale or an offer to purchase must include such clauses as the Association may reasonably require from time to time.

3. Tenants to whom Subdivisions or Units properties are let or leased are obliged to abide by all requirements of the MOI, the Conduct Rules, and the Architectural Design Guidelines (ADGs). The agent who is letting a property is obliged to supply such tenants with copies of the MOI, and the Conduct Rules, and ADGs.

4. Where a member sells or lets a Subdivision or Unit, without using the services of an Accredited Estate Agency, the provisions of Clause 9 will apply to such Owner. To ensure that all requirements of the MOI, the Conduct Rules and the ADGs are complied with, such Member is required to advise the Association in writing of his/her intention to sell his/her Subdivision or Unit without using the services of an Accredited Estate Agency.

5. Members or their Accredited Estate Agents are required to give the Association prior written notice of any invitees or guests who are to occupy the Member's property in the absence of the Member. This must be done in writing, by giving the name of the tenants or guests, ERF/Street address/Unit and the dates of their occupancy.

6. Where a Member wishes to lease a Subdivision or a Unit to a third party, the Owner concerned, or the Accredited Estate Agent appointed in writing by such Member, such appointment to be disclosed in writing to the Association of the letting and hiring of the Subdivision or Unit concerned setting out the details of the proposed lease, and confirming compliance by the Member, the Agent, and the proposed Tenant with the requirements of clause

9.7 of these Conduct Rules, or such other requirements as the Association may reasonably require from time to time.

7. These letting and resale provisions are enforceable under Article 2.1.3 of the MOI. The Association may withhold clearance certificates or approval of plans where a member is in breach of these Rules or the Architectural and Development Guidelines.

## 2.10 Conduct at Zini River Estate

1. No garments, household linen or washing of any nature, may be hung out or placed anywhere to dry except in a drying yard or such other area of a Subdivision or Unit designed for such purpose. Washing lines, twirl dry's etc. must be below the level of the yard walls.

2. The lighting or discharge of fireworks is not permitted anywhere on the Estate.

3. All construction activities on the Estate shall be undertaken in strict compliance with the ADGs, and the Protocols and Agreements signed in terms of such ADGs. No unauthorised persons are allowed onto building sites under construction. All building sites must be properly screened and secured, and workers must be transported safely by vehicle by the Contractor onto any building site. Contractor workers are not allowed to walk to or from sites. All contractors shall use the main entrance for all purposes including but not limited to the transporting of workers to and from site and the delivery and removal of building materials. The entrance time for construction time is 6:30 and all contractors shall leave the estate by no later than 17:00. No construction shall take place on weekends or public holidays without the express permission in writing of the Association.

4. No person shall make or cause to make any unacceptable disturbance or excessive or undue noise, which constitutes a nuisance to other persons.

4.1. Burglar alarms must comply with any regulations which the Association may institute from time to time.

4.2. All vehicles, but particularly motorcycles and quad bikes, must be fitted with and operate efficient silencer systems.

4.3. The mowing and/or edging of lawns, the use of leaf blowers, or the operation of any other noisy machinery which may disturb neighbours is strongly discouraged after normal working hours, unless there are exceptional circumstances. These activities are, however, prohibited after 13:00 on the following days: Sundays and Official Public Holidays. All building work, whether undertaken by a contractor or by a member, must be done during the hours stipulated by the Association from time to time for building contractors, unless written approval for an exception is given in each instance by the Association.

4.4. All undue noise must cease between 17h00 and 07h00. In the case where permission is given for a party or function in terms of clause 10.4.5 hereof, all noise must cease by 23h00.

4.5. Where any Member or Tenant wishes to hold a party or function that will involve more than 30 (thirty) guests, whether other members or residents of the Estate or not, such Member or Tenant must, at least 5 (five) working days prior to the date of the party or function, advise the Association in writing of the date and starting and ending times of the function, the number of guests, and of the arrangements that have been made for:

- the access of guests and service providers;
- parking of guests or transportation of guests from and to the venue;
- any other considerations raised by the Association.

All such arrangements are subject to the approval, on reasonable grounds, of the Association.

5. In order to maintain the low-density residential nature of the Estate, no Member shall accommodate nor allow to be accommodated more than two persons per bedroom.

6. Members must ensure that their children and the children of members of their households, and Visitors do not pose a safety threat to themselves or to any other person on the Estate. Tenants shall have the same responsibility as regards their households and Visitors.

7. No unauthorised person shall interfere with the security arrangements of the Estate or the activities of its appointed security staff. All security personnel shall be treated with respect. Disrespect to security staff will attract such penalties as may be determined by the Board from time to time.

8. No person shall do anything or cause anything to be done which constitutes unacceptable behaviour or which may affect good order on the Estate.

9. Where otherwise specifically provided by the Association in each case, no motorised watercraft of any nature, including ski-boats and jet skis shall be launched from the property or moored overnight anywhere on the water's edge of the Estate.

10. Members may launch non-motorised watercrafts from specially designated areas on the Estate, but it is the Member's responsibility to ensure that the Member complies with any relevant Legislation governing the use of the river and/or the use of the non-motorised watercraft concerned.

11. Swimming shall be entirely at the Members or Tenants risk subject to the member complying with any applicable Legislation relating thereto. Swimming by Members or Tenants, their households, or Visitors in the uMlalazi River shall be entirely at the risk of the Member or the Tenant concerned, subject to the Member or Tenant, their households, and Visitors complying with any applicable regulations or Legislation relating thereto.

12. Fishing or harvesting of any organisms in the uMlalazi River shall be allowed subject to the Member or Tenant, complying with any and all applicable rules and regulations relating to, *inter alia*, licences, and the type and size of fish or organisms that may be caught/harvested. The Member or Tenant shall ensure that the fishing or harvesting activity shall not cause a nuisance to or interfere with any other persons' use and enjoyment of the Estate. To this end a Member may not gut fish at the water's edge, leave unattended lines in the water and shall remove all unused bait and other materials from the area upon completion of fishing/harvesting.

13. The Association specifically draws the attention of Members and Tenants to the fact that all river related activities are strictly regulated, in particular by Ezemvelo KZN Wildlife (EKZNW) and where any rule of the Association conflicts with such regulations then the rule that results in the greatest protection of the Environment will take precedence. It is the responsibility of each Member and Tenant to acquaint themselves with the Rules and

Regulations set down by any competent authority for the use of the river and the rules as set out in clauses 10.11 to 10.15 are intended as a guide ONLY.

14. Any reference to the river in these rules includes the admiralty reserve.

15. Drones may not be operated in the Estate, not for private, public or any other reasons.

## 2.11 Commercial Activity

1. The Association may regulate commercial activity on the Estate, and it is expressly required that any application for a trading licence receive the prior approval of the Board, with such approval to be on such terms and conditions as the Board may stipulate in each instance, having particular regard to the security and access control issues associated with a commercial activity being conducted from the Estate.

2. For the purposes of this clause 11, it is specifically recorded that "working from home" shall not be regarded as a "commercial activity", unless working from home requires customers, staff, service providers or contractors to have regular access to the Estate, or where the commercial activity concerned causes heightened risk to the Estate, or the likely disturbance of the residential nature of the Estate.

3. No advertising board may be displayed anywhere on the Estate other than the standard architectural building board during initial construction of a dwelling, except with the written permission of the Association.

4. No door-to-door canvassing or door to door selling is permitted on the Estate.

## 2.12 Miscellaneous Regulations

### 2.12.1 Solar Power and Mechanical Generators

1. With the increased efficiency and lower cost of solar power systems, solar power installations are strongly favoured on the Estate, and accordingly, the operation of Generators should be kept to a minimum.

2. Where a Member or Tenant wishes to introduce a new mechanical generator into the Estate, an application for the introduction of such a generator, together with a motivation for the use of a generator, shall be made to the Board.

**3. Permanent automatic generators:**

Where a permanent mechanical generator has already been installed on the Estate as at the date of publication of these revised Conduct Rules, or where approval is given by the Board for the installation of a new generator, the following provisions shall apply:

- (a) A residential silencer must be fitted to all mechanical generators.
- (b) All generators must be housed in an aesthetic acoustic enclosure to reduce the noise level to below 65 dB.
- (c) A certificate of competency for electrical installations must be provided to the Association on request.

- (d) The placement of the generator must be of such nature that it is not unsightly and does not create any inconvenience/disturbance to neighbours.

**4. Portable Generators:**

- (a) Noise levels cannot be intrusive to neighbours and cannot exceed 65 dBA.
- (b) Exhaust emissions must not exceed those governed by National Environmental Management: Air Quality Act and Municipal Bylaws.
- (c) The generator must be installed in a position that is hidden from view.
- (d) Only minimal spare petrol or diesel is allowed to be stored in a safe and secured area out of sight.
- (e) No generators are allowed to run between 22h00 – 05h00.

## 2.13 Processing of Personal Information

1. The Association is registered in terms of the POPI Act 4 of 2013 and therefore each member and tenant will be required to sign a consent to process their personal information in terms of the POPIA.

2. The Association has adopted the following policies in accordance with section 51 of the Promotion of Access to Information Act 2 of 2000 and regulation 4(1) of the Protection of Personal Information Act 4 of 2013 which policies will be made available on the website of the Association and the hard copies will be available on request at the security office:

- (a) POPIA compliant PAIA manual
- (b) POPIA policy
- (c) Data security policy
- (d) Privacy policy

## 2.14 Fines and Penalties

1. These penalties are imposed under the authority of Article 8.6 of the MOI. The Board is empowered to enforce these Rules through written warnings, fines, and other sanctions as approved by Members and published from time to time.

2. Any person who contravenes or fails to comply with any provision of these Conduct Rules, or any conditions imposed by or directions given in terms of the Conduct Rules, shall be deemed to have breached these Conduct Rules and will in the entire discretion of the Board for the time being of the Association be subject to any penalties imposed by the Board having regard to the circumstances and which may include the imposition of a financial penalty which amount shall not exceed the monthly levy payable by the Member concerned for each separate offence, adjusted for inflation from time to time, or as revised by the Board from time to time. Fines must be reasonable, proportionate to the breach, and subject to review upon written request by the member. The Board may consider mitigating factors before confirming any penalty.

3. In the event of a breach by a Member or a Tenant, or by member of the household of the Member or Tenant, or a Visitor of a Member or Tenant the Member concerned shall be responsible for remedying the breach within the time period laid down by the Board and shall be liable for the payment of any penalties imposed by the Board.

4. In the event of a continuing offence, any person subject to these Conduct Rules who contravenes or fails to comply with any of the provisions of the Conduct Rules, or any condition or direction given in terms thereof, shall be deemed to be guilty of a separate offence for every 24 hours or part thereof during which such offence continues and shall be liable for a penalty in respect of each such separate offence.

5. Any fine imposed on a Member, in terms of the Conduct Rules, shall be a debt due and payable to the Association by the Member on demand.

6. The imposition of penalties is subject to the relevant provisions of the MOI.

7. Should a member fail or refuse to comply with these Conduct Rules, the Association may take whatever action may be necessary and appropriate in the circumstances and recover from the Member any costs incurred in taking such action without prejudice to its rights to recover any financial penalties or to enforce other penalties imposed.

8. Before any penalty, fine, or enforcement action is imposed, the affected member must be given written notice of the alleged breach, a reasonable opportunity to respond, and access to an internal appeal process. Enforcement must be proportionate to the nature and severity of the breach.

9. The procedure to be followed in the event of first and second transgressions shall be as follows:

| **First Transgression Notice** | **Second Transgression Notice** |
|---|---|
| In writing to member | In writing to member |
| Explain transgression (offence) | Explain transgression (offence) relates to the same offence as the first offence |
| Advise to stop | Advise to stop |
| Give timeframe | Give timeframe |
| Member may dispute offence | Member may dispute offence |
| Meet with the Board of directors | Meet with the Board of directors |
| No fine may be imposed | Fine may be imposed |

10. The Association must not debit a member's account with an amount that is not a contribution, or a charge levied in terms of the Memorandum of Incorporation or these rules, subsequent to due enforcement process being followed, without the members consent or the authority of a judgement or order by a judge, an Adjudicator or arbitrator.

11. The Board shall issue written notices of breach, allow reasonable time for rectification, and may impose penalties as per the published schedule. Members may appeal penalties to the Board or refer disputes to CSOS.

## 2.15 Communications

1. Official communications from the Association, the Estate and the Board to Members will be sent by email to the email address provided by each Member to the Estate Manager for this purpose.

2. Where a Member leases a Subdivision or a Unit to a Tenant, the Member shall provide an email address of the Tenant which shall be used by the Association, the Estate, and the Board to communicate officially with such Tenant.

3. Unreturned emails sent to the email address provided to the Association by the Member and/or Tenant, and used by the Association, the Estate and the Board shall, unless proved to the contrary by the Member or Tenant concerned, shall be deemed to have been received by the Member or Tenant concerned.

4. In giving effect to the MOI and these Conduct Rules and save to the extent that such consent may have otherwise already been provided, all Members and Tenants shall be required to furnish or provide a separate written consent pursuant to the provisions of the Protection of Personal Information Act (POPI) for the collection and processing of personal information by the Estate in terms of the MOI and the Conduct Rules.

5. All Members shall have access to the latest version of the MOI, Conduct Rules, ADGs, and POPIA Policy via the Association's website or upon written request.

## 2.16 Slaughtering

To provide for the orderly performance of the slaughtering of animals for religious or cultural purposes and in appreciation of the nature of the estate as an Eco Estate, the following conditions shall apply:

1. At least 2 (two) weeks' written notice of the intended religious or cultural event requiring such ritual slaughter shall be given to the Board for prior approval.

2. The date and time of the proposed slaughtering.

3. The type of animal to be slaughtered.

4. The name and qualification of the person registered by the relevant authority to perform the religious or cultural slaughtering.

5. Confirmation that the animal will be brought onto the premises immediately prior to the ritual or cultural slaughtering and that all remains of the animal will be removed immediately from the premises after the act of ritual or cultural slaughtering.

6. Confirmation that a suitable arrangement has been made to arrange for the shuttle service of all visitors or participant to the event, from the entrance of the estate to venue and back.

7. A notice from the local authority must accompany the notice confirming that all bylaws with regards to the ritual or cultural slaughter have been/will be complied with.

8. A certificate from the Society for the Prevention of Cruelty towards Animals (SPCA) must accompany the above notice confirming that an official from the SPCA will be present at the proposed event to ensure that the animal to be slaughtered will not endure unnecessary pain and suffering during such slaughter.

9. Notice must be given to the Executive Committee Members. The Executive Committee Members will provide notice to all adjacent units of the date and time of the proposed slaughter and proof of the receipt of such notice by the owner/tenant responsible for the unit must be timeously submitted to the Executive Committee Members.

10. Failure to comply with the requirements set out above will entitle the Board to prevent the act of ritual or cultural slaughtering from taking place on the premises or penalising the owner with a fine.

## 2.17 Review and Amendment

These Rules may be amended by resolution of the Board, subject to Member consultation and publication. Amendments shall take effect 30 days after notice unless otherwise specified.

# 3 PART C: DESIGN RULES

**All Phases – Revised Edition August 2024**

## 3.1 Background

These Design Rules have been updated by the Design Review Committee ("DRC") of the Zini River Estate Homeowners Association ("ZREHOA"), have been approved by the Board of Directors of the ZREHOA ("the Board") and were submitted to the Annual General Meeting of the ZREHOA for final approval.

**Approval History:**

- Design Review Committee: 21 August 2019
- Board of the ZREHOA: 4 July 2018
- Annual General Meeting of the ZREHOA: 30 August 2018
- Changes by Annual General Meeting of the ZREHOA: 27 August 2024
- Name change approved by Board of Directors: 29 October 2024

## 3.2 Objectives and Requirements

It is the intent of these Rules to be as broad as possible, to maximize the scope for individual design. Only two main mechanisms are relied upon for the creation of a harmonious result:

1. The use of competent Architects or Designers who have been accredited by the DRC.
2. Strict limitations on materials and colour combinations to be used.

Unlike many other such Rules, there are a limited number of restrictions on form or that are intended to encourage a specific Architectural language. There is thus no intended "style" that is sought as a result. Ideally responses will be broad and a-stylistic, giving owners/architects a broad range for individual expression without leading to a chaotic suburban complexity.

With the correct application of these Rules, each individual Homeowner should be able to accommodate his/her own needs with the minimum personal compromise, whilst contributing to the integrity of the Estate as a whole.

## 3.3 Associated and Applicable Documentation

These Rules are to be read in conjunction with and as mutually explanatory of the following Associated Documents, Agreements and Protocols – Annexed to these Rules. In the event of an irreconcilable conflict between these Rules and such Associated Documents, or between the Associated Documents themselves, the decision in writing of the DRC, as confirmed by the Board, shall be final and binding:

- Annexure A: Architect/Designer Accreditation Application Form and Procedure
- Annexure B: The Architect/Principal Agent Protocol

- Annexure C: Plan Approval Application Form and Procedure
- Annexure D: The Building Contractor Accreditation Application and Procedure
- Annexure E: The Building Contractor Protocol
- Annexure F: Site Handover Procedure and Site Rules
- Annexure G: The Environmental Management Plan and Landscape Protocol
- Annexure H: The Town Planning Scheme
- Annexure I: Application for Final Certificate
- Annexure J: Stormwater Requirements
- Annexure K: Security Requirements and Procedures

## 3.4 Appointment of Architect/Professional Team

The DRC strongly recommends to Homeowners that Registered Professional Architects ("RPAs") are employed on all construction or modification projects ("Improvements") within the Estate. Although this is not obligatory, the DRC advises that the use of RPAs, employed on a full-service basis, will be more likely to result in optimum project outcomes, maximum value-add and value for money, including swifter (and less costly) approval of plans, and final approval of "as built" plans.

Even where RPAs are employed, such Architects still need to be accredited by the DRC, in accordance with the provisions of clause 4.1 below, and of Annexure A.

Where the Homeowner elects to proceed with a project with an Architect or Designer who is not an RPA, the draughtsman or designer in question must at least be registered with the South African Institute of Architects and/or the South African Council for the Architectural Profession and accredited by the DRC on behalf of the Board.

The DRC strongly recommends that the RPA be appointed based on a full-service commission, so that the Architect is the PRINCIPAL AGENT on the Project.

Where the Homeowner elects to proceed other than on the basis recommended above, the commission should at least be on a "design and Local Authority" approval basis. Homeowners are advised that plan approval where RPAs are not appointed as the Principal Agent, will possibly take longer, and involve multiple plan submissions, with additional plan approval costs being charged.

### 3.4.1 Accreditation

1. The DRC maintains a list of Architects and Designers who are DRC Accredited Architects ("the ZRE Accredited Architect's List"), which is available from the Estate Office.

2. Homeowners can propose RPAs or Designers ("Architects") who are not yet accredited, by having the proposed RPA complete the Accreditation Application Form, attached as Annexure A to these Design Rules, and who meet the Accreditation Requirements that form part of such Accreditation Application Form.

3. Such Application must be completed and approved prior to the appointment of the Architect in question, and prior to the acceptance of a commission to do any work on the project by the Architect so proposed.

4. Where an Accreditation Application Form, together with a portfolio of relevant and applicable prior work, has been submitted to and accepted by the DRC, the Architect/Designer in question will be accredited to execute one commission, and only when that commission is complete, and the final "As Built" drawings completed to the satisfaction of the DRC, will the Architect in question be entitled to apply for full accreditation.

5. Architects not producing buildings of consistently high caliber may, at the sole discretion of the DRC, after consultation with the Board, be removed from the ZRE Accredited Architects List.

### 3.4.2 Consultation and Pre-Planning – Kick-Off Meeting

1. The DRC requires that, prior to the commencement of any work by the appointed Architect, or by other members of the project team on any project, that the Homeowner and Architect request a Kick-Off meeting with the DRC (or representatives of the DRC), the Estate Manager and the Building Control Officer, at which the project will be discussed, the required procedures and documentation discussed, and an overall approach agreed upon.

2. The process of consultation and planning and the Kick-Off Meeting will not commence unless and until all amounts owed by the homeowner to the ZREHOA have been paid in full, or otherwise secured to the satisfaction of the Board. Should the homeowner default on the payment of any amounts due to the ZREHOA during the execution of the project in question, the DRC shall be entitled, with the written permission of the Board, to suspend the execution of the project.

3. This Kick-Off meeting may take place prior to the final appointment of the Architect on the project. Should a ZRE Accredited Architect be appointed, the Architect may attend this Kick-Off Meeting.

4. Once the said meeting has been held, the minutes of that meeting will be circulated, and the project will proceed in accordance with the provisions of Paragraph 5 (Planning Approval) below, and in line with agreements reached at the Kick-Off Meeting, as recorded in the said minutes and always in accordance with these Rules and the relevant Associated Documentation.

## 3.5 Plan Approval Application and Procedure

1. Provided that all amounts owed by the Homeowner to the ZREHOA are fully paid and provided further that the prescribed fees for Plan Approval, as set out in the Plan Approval Application form set out in Annexure B, accompany such Application, the process of Plan Approval by the DRC may commence.

2. The Plan Approval Process will commence with the submission by the Architect and the Homeowner to the DRC of the Application for Plan Approval set out in Annexure B, together with a free-hand or CAD based sketch plan to scale of the proposed improvements ("the Improvements"), in sufficient detail to communicate the overall design of the Improvements

("the Sketch Plan"). This Sketch Plan will be reviewed and commented on by the DRC with such comments being provided, in writing, by the DRC to the Homeowner and the Architect.

3. In its comments, the DRC will be entitled, in appropriate circumstances, to request that the Sketch Plans for the Improvements be drawn to the attention of neighbours and others who may be impacted by the proposed Improvements. The DRC shall, in its deliberations regarding the sketch plans, and subsequent detailed plans, take into consideration the comments of any neighbours and others who, having been consulted, submit comments to the DRC for onward communication to the Homeowner and Architect. (It should be noted in this regard that the opinion of the neighbours will not be binding on the Homeowner, with compliance with these Rules and the Town Planning Scheme being the governing requirements.)

4. Preparation of CAD drawings for the detailed design of the Improvements ("the Detailed Plans") shall not commence until the comments of the DRC on the Sketch Plan have been received and reviewed, and where applicable, implemented.

5. Once the Sketch Plans have been approved, the Architect may commence with the preparation of the Detailed Plans, and once these have been approved and signed by the Homeowner, such Detailed Plans, which shall be prepared in full compliance with the provisions of these Rules and with the requirements of Paragraphs 5 and 6 hereof in particular, and in strict compliance with the requirements of Annexure B, shall be submitted to the DRC for approval.

6. Homeowners and Architects are reminded that in terms of the uMlalazi Town Planning Scheme, the ZRE, acting on the recommendation of the DRC, are required to stamp and approve the Detailed Plans prior to submission of such Detailed Plans to the local authority for formal approval. Any submission without such stamp of approval by the DRC will not be accepted by the Municipality.

## 3.6 Architecture

The Architecture should reflect a sensitive response to the site with the aspect, orientation, views, wind-direction, and the uniqueness of Mtunzini as primary informants, and particularly that the Estate has been developed with "eco-friendly" principles in mind.

The Architecture should also take into consideration the immediate environment around the proposed improvements, and how the improvements will blend into the surrounding area and how they will impact on neighbours and other interested and affected parties.

As this is a unique development on a unique landscape the Design should strive to be something better than "suburban mediocrity."

### 3.6.1 Phases 1–4

Elements to consider:

1. Composition
2. Good Proportion (Golden Section & derivatives thereof) of openings—windows and Doors
3. Generous Verandas

4. Well considered circulation
5. Well considered detailing
6. Simple, modern architecture with reference to South African veranda houses
7. Verandas are to be minimum of 40% of perimeter of house
8. No plaster detailing, recesses, patterns, motifs allowed
9. No "Tuscan style" of Architecture is allowed
10. No Fibre-cement barge boards and fasciae allowed – only hardwood or hardwood with steel (Chromadeck or Colorband) to cover over hardwood
11. Chimneys to be higher than the apex of roof as a focal point
12. Floor to ceiling height 3400 minimum in main, principal structure
13. Clear articulation of primary and secondary spaces, i.e., main house, and garage complex
14. No stainless-steel balustrades, handrails, posts allowed
15. House externally to be painted one colour
16. No concrete flying-beams, buttresses portals allowed
17. Privacy screens, if required are to be designed using indigenous vegetation or carefully detailed timber screens

### 3.6.2 Phase 5: All the Above but in Addition

(a) No boundary walls allowed. Wooden Ranch Style Fences are allowed and if pets are to be kept on the property, a weld-mesh fence, integrated with ranch style fence is permitted. Prior approval of the DRC for the final design of the fences is required.

All the above points will be considered in the evaluation process by the DRC.

**Please Note:** The approval by the DRC does NOT constitute Town Planning approval. It is merely approval of the aesthetics of the plans and compliance with these Rules. The Architect must ensure that the Detailed Plans comply with the Town Planning Scheme.

## 3.7 Site Handover Procedures, Operating Requirements and Completion

1. Only Accredited Building Contractors may be contracted by the Homeowner to undertake building operations on the Estate.

2. Should a Homeowner wish to apply for the Accreditation of a Building Contractor, not yet accredited by the DRC, the procedure set out in Annexure D shall be complied with.

3. Homeowners and Architects should note that all building activities should be completed within 12 months from the date of the issuance of the Site-Handover Certificate. An extension

of a further 6 months may be applied for by the DRC should there be any unforeseen delays in the building process.

4. Should the building activities not be completed within the said 12-month period and provided no extension has been authorized, the DRC may recommend to the Board that a fine of up to R2,000.00 per month be levied against the Homeowner and/or Building Contractor, as may be appropriate. This fine will continue to be imposed until the Certificate of Occupation is issued.

## 3.8 Design Inclusions and Exclusions

**Architecture**

| Category | Inclusions | Exclusions |
|---|---|---|
| **Style** | A variety of design responses is encouraged; Appropriateness to function, climate & site; No specific stylistic response is sought | Neo Province, Neo Tuscan, Neo Balinese, Neo Victorian, Neo Cape Dutch, Neo Georgian, Neo Anything |
| **External Form** | Orthogonal forms; Simple roofs; Reflect internal usage; Curves | 45° Angles; Dormers/complex roofs |
| **External Walls & Openings** | Full panes of glass OR primarily solid panes with limited well-proportioned windows & doors; Defined plinths; Separated roof plane (articulated) | Cottage Pane Windows |
| **Accessories** | Working shutters same size as opening; Timber natural or aluminum (Powder coated dark); Storm Grey, Charcoal, Dove Grey, Pearl White; Limited use of natural materials stone; Pergolas; Simple timber/concrete columns | Columns: Corinthian, Ionic, Gothic, Lotus; External burglar guards; False Stone; False anything |

**Materials**

| Category | Inclusions | Exclusions |
|---|---|---|
| **Roofs** | S Profile or Klip lock sheeting, fibre cement, clay or concrete roof tiles Aluminum, Steel (not highly recommended due to coastal proximity); Rib; Flat (concrete) roof covered with stone chip of approved colour; Colours: Storm Grey, Charcoal, Dove Grey, Pearl White | |
| **Walls** | Plaster & paint or "Earthcote" type product of approved colour; Limited use of natural materials to define | Timber Face Brick; False Rock; False |

| Category | Inclusions | Exclusions |
|---|---|---|
| | elements and planes only (e.g., as plinth separating wall element from roof element); See colour palette in para 19 | Anything; Hollow blocks (breeze blocks) |
| **Windows** | Either natural timber or Aluminum powder coated or anodized in colours: Storm Grey, Charcoal, Dove Grey, Pearl White | Painted timber; Reflective glass |

## 3.9 Streets and Boundaries

The relationship between the street and boundaries is critical. The approach in principle is:

(a) Boundary walls are not encouraged but are permitted.

(b) Garages on boundary or within envelope – if on boundary doors at 90° to road.

(c) Forecourt materials stipulated.

(d) Low front (1m–1.5m) high (2m) sidewalls. Submit full details on drawings.

(e) No retaining walls in front of the envelope unless for structural purposes.

(f) Traffic requirements are to be carefully considered.

## 3.10 General Requirements

### 3.10.1 Town Planning (Refer also to Town Planning Scheme)

Any additional structures outside of the approved plans must have sketches/drawings submitted to the DRC for approval. No construction of any structure shall take place without the approval of the DRC.

- (a) FAR (Floor Area Ratio) does not apply to ZREHOA.
- (b) Coverage Regulations – 35% of ERF area.
- (c) Floor area not to exceed 500m² with a minimum of 130m².
- (d) Side space & Back space – National Building Regulations (2m).
- (e) Front – National Building Regulations (5m).
- (f) Boundary walls provided there are no services within the servitude.
- (g) Gate structures not to be within the road reserve and must be within the property coverage.

**N.B.** Special 10m non-building servitudes apply to sites adjacent to conservation areas.

### 3.10.2 Street Address Numbers

All street numbers and address signs to be detailed and submitted for review and approval by the DRC.

### 3.10.3 Reception Devices

Any reception devices including TV antennae and satellite dishes are to be positioned in an inconspicuous manner. The position of any reception device is to be clearly indicated on the drawings for close investigation by the DRC. Even where such devices are to be installed at a later stage, the intended location is to be shown.

### 3.10.4 Laundry Lines

All washing lines, windy driers and laundry lines are to be positioned so that they are not visible from any boundary. Sites which are "below" road level are to receive special care. Screen walls of 2.1 meters are recommended to screen laundry yards and lines. The positions of yards and washing lines are to be clearly indicated on drawings for scrutiny by the DRC.

### 3.10.5 Outside Lighting

An application may be made to the DRC for approval of any exterior lighting of buildings/building elements. Landscape lighting is recommended and is to be indicated on the landscape proposal submitted in terms of clause 18 below, for scrutiny by the DRC.

### 3.10.6 Air-conditioning Plant

All air-conditioning plants and equipment are to be positioned out of sight from any boundary or screened appropriately. The existing and likely positioning of future properties are to be considered when positioning any such plant. Even where such devices are to be installed at a later stage, the intended location is to be shown.

### 3.10.7 Burglar Alarms

Burglar alarms must be installed by an approved security contractor, a list of such approved Security Contractors being available at the Estate Office. The alarms should be monitored in the Central Monitoring Room. DIY installations will not be accepted.

### 3.10.8 Stormwater

A stormwater management design prepared by a Registered Engineer is to be included in all plan submissions. The method of stormwater control both during and post construction is to be indicated and shall comply, as a minimum, with the requirements of Annexure J. Stormwater is to be disposed of into a stormwater drain, or onto the road, but not onto an adjacent property.

### 3.10.9 Carports

Carports are permitted provided they are supplied by professional approved suppliers and must be approved by the DRC before erection.

## 3.11 Telkom

A 50mm plastic pipe with a draw wire needs to be laid from the road verge to the house as overhead access for connections by Telkom or other service providers is not permitted.

## 3.12 Optic Fibre Cable

The Estate is in the process of being equipped with an Optic Fibre Cable network. The Homeowner will be responsible for providing a link from the connection box outside each erf to the home of the Homeowner at the cost of the Homeowner.

## 3.13 Sewerage Pipes

Sewerage pipes must be concealed or boxed in. No sewerage pipes may be visible on the outside of the house.

## 3.14 Solar Panels

The use of solar power is encouraged, and solar power installations should be shown on the Detailed Plans.

## 3.15 Rainwater Harvesting

Rainwater harvesting is encouraged; however, the colour and positioning of tanks is to be shown on the Detailed Plans and must receive prior approval of the DRC.

## 3.16 Grey Water Treatment

Grey Water treatment systems are encouraged.

## 3.17 Modifications and Alterations

1. Homeowners and Architects are advised that during the execution of the Improvements, any modifications, additions, deletions or other changes ("Modifications") to the Detailed Plans, as approved by the DRC, and subsequently by the Local Authority, should not be executed or implemented prior to such Modifications being referred to and advised to the DRC in the first instance, by way of a further application for Plan Approval in terms of Annexure B, and then to the Local Authority once approved by the DRC.

2. If appropriate the DRC reserves the right to levy a further Plan Approval Fee in respect of such Modifications.

3. The DRC will, upon application by the Homeowner for a Final Certificate in terms of Annexure G, arrange for a detailed inspection of the Improvements to ensure that the Improvements – "As Built" match the Detailed Plans as approved by the DRC and the Local Authority, and may require the Homeowner to remove the Modifications, or to apply for approval of such Modifications prior to the issuance by the DRC of the Final Certificate in respect of the Improvements.

## 3.18 Landscaping

A landscaping proposal prepared by a suitably qualified landscape Architect or designer is to accompany all architectural plan submissions. All landscape proposals are to comply with the

Environmental Management Plan and Landscape Protocol, a copy of which is the Protocol set out in Annexure G to these Rules. Landscaping may only proceed with approval by the DRC.

The general landscaping philosophy is one of controlled landscaped areas within the site, which are integral with the design and immediately adjacent to the built structure. It encourages the infusion of natural vegetation (plant and grassland) into the site and in certain instances up to the structure, whilst proposing the "blurring" of property boundaries. A sense of territorial encampment is promoted by site demarcation which is strongly discouraged.

The landscaping of gardens is to be strictly in accordance with the approved plan and is to be completed within 3 calendar months of the issuance of the Final Certificate in respect of the relevant property. An audit of the landscape installation will take place approximately nine calendar months (allowing for 6 months "growing in" period) after the Final Certificate. The owner or landscape contractor will be responsible for the maintenance of the garden prior to the audit.

Once the established garden has been accepted, the ongoing maintenance will be the responsibility of the owner.

The removal of any existing trees and indigenous vegetation on ZRE property (road verges, commonages, etc.), even if planted by the Homeowner, is strictly by application to ZREHOA.

## 3.19 Zini River Estate Colour Palette

All exterior colours must be selected from the approved palette below. Use of light fast colourants for exterior applications is required.

| **Dulux Name** | **Code** |
|---|---|
| Pepper Tree | 10GG 38/038 |
| Basic Beige | 45YY 65/084 |
| Sea Gull Grey | 30YY 42/083 |
| Veld Storm (Accent Colour) | Std. Textured |
| Sand White | 30YY 58/082 |
| Grey Wind (Accent Colour) | Std. Textured |
| Scroll Beige | 20YY 43/083 |
| Nightingale Grey (Iliza Bay Exterior) | Std. Textured |
| Carolina Strand (Accent Colour) | 30YY 69/048 |
| Zeppelin | 30YY 46/036 |
| Fossil Grey | 30YY 56/060 |

| Dulux Name | Code |
|---|---|
| Old Monterey | 30YY 33/047 |
| Castle Stone | PLC |
| Cape Fog | Std. Textured |
| Karoo Land | Std. Textured |
| Bergh Cloud | Std. Textured |

## 3.20 Associated Documents and Annexures

This Code is to be read in conjunction with the following Associated Documents, Agreements and Protocols – Annexed to the Architectural and Development Code and Procedures. In the event of an irreconcilable conflict between these Rules and such Associated Documents, or between the Associated Documents themselves, the decision in writing of the DRC, as confirmed by the Board, shall be final and binding:

- **Annexure A** – Zini River Estate Procedure for Building of a new residence
- **Annexure B** – List of Accredited Architects
- **Annexure C** – Criteria for Acceptance onto the Accreditation of Architects with the ZREHOA
- **Annexure D** – Architect Accreditation Applicant Form
- **Annexure E** – The Architect/Principal Agent Protocol
- **Annexure G** – Indicative Sections of Typical Building Types
- **Annexure H** – Plan Approval Check List – Stage 1 and Stage 2
- **Annexure I** – List of Accredited Building Contractors
- **Annexure J** – Criteria for Acceptance onto the Accredited List of Building Contractors
- **Annexure K** – The Building Contractor Protocol
- **Annexure L** – The Kick-Off Meeting Procedure – Orientation Meeting and signing of the Building Pack
- **Annexure M** – Environmental Management Plan for House Construction
- **Annexure N** – The Town Planning Scheme
- **Annexure O** – ZRE Stormwater Management Plan
- **Annexure P** – Stormwater Management Protocols & Recommendations
- **Annexure Q** – Sub-Contractors Security Rules & Procedures Protocol
- **Annexure R** – Landscaping Contractor Protocol & Design Rules

- **Annexure S** – Approved Colour Palette

# 4 PART D: DEBTOR POLICY

**May 2026**

## 4.1 Objective

To ensure Zini River Estate HOA remains financially sustainable through the enforcement of financial discipline and management of its risks in order to protect our assets and income.

## 4.2 Levy Payment Terms

### 4.2.1 Due Date

Levies are due and payable on the 1st day of each month in advance.

### 4.2.2 Arrears

Any account not settled in full by the 7th day (or as determined by resolution) of the month is considered in arrears.

### 4.2.3 Payment Methods

Payments must be made via EFT (electronic funds transfer) or debit order into the HOA's nominated bank account.

## 4.3 Interest and Penalties

### 4.3.1 Interest Rate

Interest will be charged on all overdue accounts (including levies, special levies, administrative fees and costs) (including to collect and/or legal costs) at a rate of 18% per annum, calculated and compounded monthly in arrears.

### 4.3.2 Administrative Fees

A standard administration fee (as decided from time to time by a Board Resolution) will be charged for each reminder or letter of demand issued by the HOA and will be added to the relevant owner's levy account.

## 4.4 Collection Procedure

The HOA will follow a phased recovery process to minimize administrative and legal costs:

- 7 Days Overdue: A friendly reminder (email / SMS) is sent to the owner;
- 14 Days Overdue: A formal letter of demand is issued, providing a final deadline for payment and warning of further action;

- 30+ Days Overdue: The account is handed over to specialized HOA levy recovery attorneys, or a debt collection agency and legal action will immediately be instituted against owners that do not respond with payment as demanded;

### 4.4.1 Legal Action:

This may include issuing a court judgment, attaching rental income from tenants (Section 39(1)(f) of the CSOS Act), or executing against the movable property of the owner and thereafter against the immovable property of the owner.

## 4.5 Non-Legal Sanctions

If permitted by the HOA's Memorandum of Incorporation (MOI) or constitution, the following may apply to owner in arrears:

### 4.5.1 Suspension of Rights

Deactivation of biometrics and/or facial recognition access (requiring manual sign-in like a visitor).

### 4.5.2 Facility Restriction

Prohibition from using communal facilities like the clubhouse, gym or swimming pool (if any).

## 4.6 Acknowledgement of Debt (AOD)

Owners experiencing financial hardship may apply for a payment plan.
This must be:

- Requested in writing before legal action commences;
- Formally recorded in a signed AOD that includes all arrears, admin fees, interest and legal costs on an attorney an own client scale (if any);
- Subject to the owner maintaining payment of all future levies;
- Payment plan in respect of arrear levies etcetera, not to exceed 3/6 months.

## 4.7 Transfer Embargo

In accordance with the property's title deed, no property may be transferred until the HOA issues a levy clearance certificate confirming all outstanding amounts have been paid.

## 4.8 LEGAL COSTS

All reasonable legal costs including but not limited to attorney and own client costs and collection commission incurred in the recovery of arrear will be debited to the member's account as from the moment that the account is handed over for legal collection.

## 4.9 SPECIAL LEVIES AUTHORITY

The Board of Directors may from time to time, levy members for special contributions to cover necessary but unbudgeted expenses (e.g. major security upgrades, emergency repairs etcetera).

Special levies are due on the date(s) specified in the resolution passed by the Board.

Once raised, a special levy is treated as a debt due to the HOA. Failure to pay a special levy by the specified date will trigger the same interest charges (18% per annum) and collection procedures outlined as per paragraphs 3 and 4 above.

In the event of a property sale, the Seller (owner) remains liable for any special levy raised prior to the date of transfer, unless otherwise agreed upon in writing by the HOA.

# 5 PART E: B&B RULES

1. Only five B&B establishments will be permitted on the estate. Existing and prospective owners must apply to the Estate manager for permission to operate a B&B on the Estate. Once the limit has been reached, no further B&B's will be allowed to operate on the Estate.
2. The B&B must be the primary residence of the owner/operator. Absentee landlords will not be allowed nor is it permissible for an owner/ operator to operate more than one B&B on the estate.
3. Any unregistered B&B's will be prevented from issuing access pins to their clients and may be liable for a fine of up to R20 000.00. Should they continue to operate without permission; legal action may be instituted against them to stop operations.
4. All registered B&B's will be required to pay a fee of 5% of the monthly levy to the ZRE for the right to operate within the estate. This fee may be paid as once off at the end of each year.
5. The registration of the B&B will be attached to the ERF number of the property and may not be transferred to another property within the estate upon sale of the B&B.
6. Upon sale of the property on which the B&B is registered, the B&B is automatically deregistered and will not continue operation, the registration will revert to the ZRE estate and may be reallocated to other applicants on the waiting list.
7. All B&B owners must be registered with a reputable booking platform such as Airbnb that records name and address, ID or Passport check, and Bank account details. The host should not advertise in any other unsecured media.
8. All guests are required to adhere to all estate rules including access rules, communal area usage and security protocols. It is the responsibility of the hosts to ensure that their guests are familiar with the estate protocols.
9. Check in/out times must comply with the Security and Estate rules. Access devices must not be passed onto nonregistered clients. Guests are not allowed visitors or domestic animals.
10. Guests must use designated parking areas within the property or on the estate, guests are not allowed to park on verges outside the respective properties.
11. Use of the shared amenities such as the picnic area, walking trails and exercise facilities are permitted but guests are required to follow the estate rules covering the use of these amenities. The club is not available for use by guests of the B&B.
12. The owner of the B&B will be held liable for the behavior of their clients and will be required to pay any fines incurred by their clients.
13. Continued disregard of these regulations by a particular B&B operator may, at the board discretion, face legal consequences that could result in the closure of the B&B.
14. All B&Bs on the Zini River Estate are required to be compliant with all the local authority and Hospitality Industry requirements.
15. Should a B&B become inoperative for more than 3 months the authority to operate a B&B may be withdrawn at the discretion of the board and be allocated to another Homeowner.

**End of Document**

*This consolidated document incorporates the Memorandum of Incorporation, Conduct Rules, Design Rules, Debtors Policies and B&B Rules of the Zini River Estate Homeowners' Association. For the most current version or any annexures referenced herein, please contact the Estate Office or visit the Association's website.*