

CONDITIONS OF SALE OF PROPERTY (AUCTIONS)

Whereby

Peter Maskell Auctions CC

47 Ohrtmann Road, Willowton, Pietermaritzburg

(The "**AUCTIONEER**")

Duly instructed by

Attwell Sibusiso Makhanya and Nonhle Lorraine Makhanya

Identity Numbers: 7105215363086 and 7212260365089

Herein represented by

Neil David Button N.O. in his capacity as the duly appointed Liquidator of the Joint Estate,

Case no.: 6864/2023P

Hereby offers for sale by public auction the immovable **PROPERTIES** as set out in Schedule "A", annexed hereto.

("The **PROPERTY**")

Together with all the improvements thereon, subject to the following conditions:

1. **INTERPRETATION**

1.1. Any reference to:

1.1.1 One gender includes the other gender.

1.1.2 Natural persons include juristic persons and *vice versa*.

1.1.3 Singular includes the plural and *vice versa*.

1.2 And any other references shall *mutatis mutandis* apply.

2. **PROCEDURE**

2.1 The AUCTIONEER has the sole right to regulate the bidding procedure and in the event of any dispute between the bidders the decision of the AUCTIONEER shall be final and binding.

2.2 Subject to the provisions of clause 3, the **PROPERTY** shall be sold to the highest bidder and every bid shall constitute an offer to purchase the property for the amount of the bid and no bid may be withdrawn prior to the expiry of the confirmation period during which the bid will be open for acceptance by the **SELLER**.

- 2.3 Should the AUCTIONEER commit any error he shall be entitled to correct such error.

3. SIGNATURE, ACCEPTANCE AND CONFIRMATION

- 3.1 These conditions shall be signed by the highest bidder (the PURCHASER) on request by the AUCTIONEER.
- 3.2 If this offer is concluded with more than one PURCHASER, the liability of such PURCHASERS shall be joint and several *in solidum*.
- 3.3 The PURCHASER'S offer shall be open for acceptance and confirmation by the SELLER for a period of 14 (fourteen) working days from the last date of the auction, **ending at 12 noon, on Monday, 2nd March 2026** and may be accepted by the SELLER at any time prior to the expiry of the mentioned confirmation period ("DATE OF ACCEPTANCE"). Acceptance of the offer will be confirmed by the AUCTIONEER to the PURCHASER in writing.
- 3.4 The SELLER reserves the right to extend the confirmation period within reason after due notice has been given to the PURCHASER in writing on condition that it may not be extended for more than another 14 (fourteen) days. Any longer extension must be agreed in writing between the parties.
- 3.5 The SELLER reserves the right to decline the PURCHASER'S offer. The SELLER shall have no obligation to accept the offer and shall not be obliged to furnish a reason for the rejecting of an offer. If the SELLER rejects the PURCHASER'S offer, the SELLER shall be entitled to accept any other offer that may be received in respect of the PROPERTY.

4. PURCHASE PRICE

The PURCHASE PRICE, exclusive of Value Added Tax (VAT) if applicable, will be payable by the PURCHASER as follows:

- 4.1 A cash deposit of 10% (ten *percentum*) of the PURCHASE PRICE to the AUCTIONEER immediately on the fall of the hammer, which the PURCHASER hereby authorizes the AUCTIONEER to pay to the CONVEYANCER on date of confirmation or acceptance of this offer by the SELLER;
- 4.2 The balance of the purchase price shall be paid upon registration of transfer of the PROPERTY in the name of the PURCHASER, and pending registration of transfer, shall be secured by means of a suitable guarantee issued by a Financial Institution acceptable to the SELLER. The said guarantee shall be delivered to the appointed CONVEYANCER ("CONVEYANCER") within 30 (thirty) days from the DATE OF ACCEPTANCE, which guarantee shall be payable free of exchange.
- 4.3 The PURCHASER hereby instructs and authorizes the CONVEYANCER to invest, in terms of Section 86(4) of the Legal Practice Act 28 of 2014, any monies paid by him or on his behalf in terms of this Offer (Agreement), in an interest-bearing account for the interest so accrued for the benefit of the Insolvent Estate.

- 4.4 The PURCHASER acknowledges that he is aware that the CONVEYANCER will only be in a position to give effect to this mandate once he, the PURCHASER, has furnished the CONVEYANCER with documents, to be requested by the CONVEYANCER, in terms of the Financial Intelligence Centre Act, 2001.
- 4.5 In the alternative to clause 4.2 above, the PURCHASER has the right to pay the full balance of the purchase price on the acceptance date to the CONVEYANCER. On payment of the full balance of the purchase price the interest provided for in clause 7 shall fall away subject to the condition that the full purchase price shall be invested on behalf of the SELLER, in terms of Section 86(4) of the Legal Practice Act 28 of 2014, by the CONVEYANCER in an interest-bearing account for the SELLER'S benefit and the SELLER hereby instructs the CONVEYANCER accordingly.
- 4.6 The deposit shall be non-refundable, except in the instance where the sale is not accepted or confirmed by the SELLER in which event all monies paid by the PURCHASER to the SELLER in terms hereof shall be refunded to the PURCHASER.

5. TRANSFER DUTY / VAT

- 5.1. VAT or transfer duty, as applicable, shall be paid in addition to the purchase price;
- 5.2. If the property is sold as an income generating going concern at a nil VAT rating, the parties declare and agree as follows:
 - 5.2.1. The SELLER warrants that it is a VAT vendor as at the Signature Date and will be a vendor as at the Effective Date, being the time of supply, as contemplated in the Act;
 - 5.2.2. The PURCHASER warrants that it will be a VAT vendor as at the Effective Date, being the time of supply, as contemplated in the Act and undertakes to furnish the Seller's conveyancers with a copy of its registration certificate for value-added tax purposes;
 - 5.2.3. The SELLER and the PURCHASER have agreed that the purchase price of the Enterprise is inclusive of value-added tax at the rate of zero per cent;
 - 5.2.4. The property is sold as an income generating running concern ;
 - 5.2.5. It is recorded that the concern will on the Signature Date, the Effective date and on the Registration date be an income generating enterprise and will be transferred as such inclusive of all improvements on the property;
- 5.3. If the South African Revenue Services rules that this transaction does not qualify for a zero rating, the PURCHASER will be responsible for the payment of the VAT on the purchase price. It shall be paid in addition to the purchase price and be paid by the PURCHASER to the SELLER'S Attorneys as and when requested. A VAT invoice shall be issued within 7 (seven) days after date of registration of transfer.

6. COSTS OF TRANSFER

- 6.1 The PURCHASER shall be liable, in addition to the Purchase Price and VAT (if applicable), for all costs of registration of Transfer of the PROPERTY including but not limited to: (if applicable) transfer duty, revenue stamps, mortgage loan costs, attorneys' fees, deeds office registration fees, such proportion of the assessment rates levied by the Local Authority as may be due, or such proportion of charges and levies as may be due to a Home Owners Association or Body Corporate (all from DATE OF ACCEPTANCE of this offer until date of registration of Transfer), which amounts shall be paid immediately upon demand by the CONVEYANCER, to the CONVEYANCER, and the conveyancing shall only commence after such costs have been paid by the PURCHASER.
- 6.2 The PURCHASER shall furthermore, in addition to the PURCHASE PRICE, be responsible for the payment of Value Added Tax (VAT) should the SELLER be a registered VAT vendor, regardless of whether he was aware of this fact on date of signature hereof by himself. The PURCHASER shall make payment of the aforesaid VAT immediately upon demand by the CONVEYANCER, to the CONVEYANCER, and the conveyancing shall only commence after such costs have been paid by the PURCHASER.

7. INTEREST

If the full purchase price has not been paid to the CONVEYANCER before occupation, the PURCHASER will pay interest on the balance of the purchase price from DATE OF OCCUPATION to date of registration of transfer calculated at 10% (ten *percentum*) per annum, both days inclusive. The interest will be payable monthly in advance before or on the first day of each and every month, the first payment to be made on the first day of the month following the DATE OF OCCUPATION. Payment of the interest will be effected to the CONVEYANCER.

8. TRANSFER

Transfer shall be effected by a Conveyancer appointed by the SELLER.

9. POSSESSION AND RISK

- 9.1. Possession of the PROPERTY will be given to the PURCHASER and the PURCHASER shall be obliged to take possession thereof, on DATE OF REGISTRATION OF TRANSFER from which date the PURCHASER shall be liable for interest on the balance of the purchase price, all municipal rates, taxes, consumption charges, insurance premiums and/or fees and levies payable on the PROPERTY, and from which date the PROPERTY shall be the sole risk, profit or loss of the PURCHASER. Should the SELLER have made any payment of such a nature for a period after the date of possession, he shall be entitled to a refund thereof *pro rata* to the period of prepayment.
- 9.2. The PURCHASER shall not be entitled to make any alterations or additions to the PROPERTY before the date of registration of transfer. The PURCHASER shall be obliged, in the event of the cancellation or lapse of this agreement, to forthwith vacate the PROPERTY and restore it to the SELLER in the same condition as when the PURCHASER took possession. The PURCHASER will have no claims whatsoever against the SELLER arising out of any

alterations or additions made to the PROPERTY by the PURCHASER and waive any retentions or liens of whatsoever nature in respect hereof and The SELLER shall not be obliged to compensate the PURCHASER for any alteration effected in the event of the sale being cancelled.

- 9.3. Subject to the special provision in clause 9.4 and insofar as the property may be occupied by a tenant under any contract of lease whether verbal or written, the PURCHASER acknowledges being fully appraised of the terms of such lease and the rights of such tenant.
- 9.4. The Purchaser acknowledges, in that event, that the property may be occupied by the registered owner/s or persons who claim occupation under the registered owner/s or by persons unknown to the Seller or the Auctioneer. The Seller and the Auctioneer does not warrant or represent to the Purchaser that on the date upon which the Purchaser is entitled to occupation that the Purchaser will secure vacant occupation of the property. The Seller shall not be responsible for the ejectment of the occupier of the property from the property or for any costs or damages suffered by the Purchaser as a consequence of being unable to secure occupation on the date otherwise contemplated in terms of this contract.

10. VOETSTOOTS

- 10.1. The PROPERTY is purchased and sold Voetstoots and the SELLER shall not be liable for any defects, patent, latent or otherwise in the PROPERTY nor for any damage occasioned to or suffered by the PURCHASER by reason of such defect. The PURCHASER admits having inspected the PROPERTY to his satisfaction and that no express or implied representations, guarantees or warranties of any nature were made or given by the SELLER or his AGENT or AUCTIONEER regarding the condition, quality or any other characteristics of the PROPERTY or any of the improvements thereon or accessories thereof.
- 10.2. The PROPERTY is sold as described in the existing title deed or deeds thereof and subject to all conditions and servitudes (if any) attaching thereto or mentioned or referred to in the said title deed(s) or prior deed(s). The SELLER shall not be liable for any deficiency in extent, which may be revealed on any re-survey, nor shall the SELLER benefit by any surplus in extent.
- 10.3. The SELLER shall not be required to indicate to the PURCHASER the position of the beacons or pegs upon the PROPERTY and/or boundaries thereon, nor shall the SELLER be liable for the costs of locating same.
- 10.4. The PURCHASER acknowledges that he has fully acquainted himself with the PROPERTY that he has purchased alternatively that he/she has elected to purchase the PROPERTY without fully acquainting him/herself therewith.
- 10.5. At the date of signature of this agreement, the SELLER warrants that to the best of his/her knowledge there are no alien species as defined in the National Environmental Management Biodiversity Act and Regulations (NEMBA) (Act 10 of 2004). If at any time after signature it transpires that such plants do exist on the property, then the PURCHASER will remove or destroy same at his/her expense.

- 10.6. Annexure "B" hereto sets out information pertaining to the PROPERTY which is specifically brought to the attention of the PURCHASER.

11. NOMINEE

The PURCHASER shall be entitled, by notice in writing to the SELLER, to nominate a nominee in his place as PURCHASER, upon the following terms and conditions:

- 11.1. the aforesaid notice shall be handed to the SELLER by no later than close of business on the DATE OF ACCEPTANCE;
- 11.2. the notice shall set out the name and address of the nominee so nominated as PURCHASER:
- 11.3. the notice shall be accompanied by the nominee's written acknowledgement:
- 11.3.1. that it is fully aware of all the terms and conditions of this agreement as if fully set out in such written acknowledgement; and
- 11.3.2. that it is bound by the provisions of this agreement as the PURCHASER;
- 11.4. Should the PURCHASER nominate a nominee in terms of this clause, then:
- 11.4.1. all references to the PURCHASER in this agreement shall be deemed to be a reference to its nominee; and
- 11.4.2. The PURCHASER by his signature hereto, hereby interposes and binds himself as surety and co-principal debtor *in solidum*, for and on behalf of all the obligations of the aforesaid nominee as PURCHASER, to and in favour of the SELLER, for all the PURCHASER'S obligations under this agreement, including damages, and renounces the benefits of division and excussion.

12. DOMICILIUM

- 12.1. The PURCHASER elects as his/her *domicilium citandi et executandi* for all purposes hereunder the address set out in "INFORMATION FOR CONVEYANCER AND ADMINISTRATION" attached hereto.
- 12.2. Any notice dispatched to the PURCHASER by prepaid registered post or facsimile to the party's said *domicilium citandi et executandi* shall be deemed to have been received by such a party 7 (SEVEN) days from date of dispatch thereof.

13. PROHIBITION TO SELL OR CEDE

The PURCHASER shall not, prior to the date of registration of the transfer, be entitled to sell the PROPERTY or to cede, assign or make over his rights in terms hereof, or to give notice of cancellation of an existing lease, without the prior written consent of the SELLER.

14. JURISDICTION

- 14.1. For the purpose of resolving any dispute which may exist or occur between the parties hereto, the parties consent to the jurisdiction of the Magistrate's Court or any other court with jurisdiction or a court otherwise competent with jurisdiction over the person of the parties in that each of them resides, carries on business, or is employed within its area of jurisdiction, notwithstanding that such proceedings are otherwise beyond its jurisdiction. This clause shall be deemed to constitute the required written consent conferring jurisdiction upon the said court pursuant to Section 45 of the Magistrates' Court Act 32 of 1944 or any amendment thereof provided that the SELLER shall have the right at his sole option and discretion to institute proceedings in any other competent court in respect of any claim which, but for the foregoing, would exceed the jurisdiction of the Magistrate's Court.
- 14.2. In the event of the SELLER instructing its Attorneys to institute any proceedings against the PURCHASER for payment of the purchase price, interest and other monies due by the PURCHASER hereunder or for the performance by the PURCHASER of any of the terms and conditions herein, then the PURCHASER agrees that he shall be liable for and shall pay any such legal costs on the scale as between the Attorney and Own Client.

15. BREACH

In the event of the PURCHASER being in breach of any of the terms or conditions contained herein, and remain in default for 7 (seven) days after dispatch of a written notice by registered post or by facsimile requiring him to remedy such breach, the SELLER shall be entitled to, and without prejudice to any other rights available at law:

- 15.1. claim immediate payment of any amount due by the PURCHASER; and/or
- 15.2. declare the full balance of the purchase price and interest payable forthwith and claim recovery thereof; and/or
- 15.3. cancel the agreement without any further notice, and retain all amounts paid by the PURCHASER as "Rouwkoop" and the PURCHASER hereby authorizes any third party holding such monies to pay the same to the SELLER and to the AUCTIONEER, as applicable, and/or
- 15.4. terminate this agreement and claim damages from the PURCHASER, which damages shall include, but not be limited to, the costs and expenses of advertising and selling the PROPERTY to a third party.

16. AUCTIONEER'S COMMISSION

- 16.1. The AUCTIONEER shall be a registered Full Status Property Practitioner and holds a Fidelity Fund Certificate issued by the Property Practitioners Regulatory Authority in terms of the Property Practitioner's Act, Act 22 of 2019 and its Regulations. The AUCTIONEER hereby warrants the validity of his/her/its Fidelity Fund certificate as at the date of signature of this Agreement and the date of the auction.

- 16.2. Commission calculated at 6% (plus VAT) of the gross purchase price of the property (excluding VAT), will be due and payable by the PURCHASER to the AUCTIONEER on confirmation of the sale. The amount shall be paid on the date of the auction and shall be due and payable and paid to the AUCTIONEER on confirmation of the sale. The Commission Agreement attached constitutes a separate enforceable agreement between the AUCTIONEER and the PURCHASER with no recourse against the SELLER;
- 16.3. If any stipulation of this agreement conflicts with the Property Practitioner's Act, Act 22 of 2019 or its Regulations, the terms/stipulations shall be severable from this agreement and the terms of the Property Practitioner's Act, Act 22 of 2019 and its Regulations shall be applicable.

17. **VARIATION**

This agreement constitutes the whole and only agreement between the SELLER and the PURCHASER and no alteration or variation of this agreement shall be of any force or effect unless reduced to writing and signed by the parties hereto or their duly authorized agents.

Any representations, warranties or undertakings made or given by the SELLER or its agents other than those contained herein shall be of no force or effect whatsoever.

18. **PERSONAL SURETYSHIP JOINT AND SEVERAL LIABILITIES ON BEHALF OF PURCHASE**

The representative of the PURCHASER, by his signature hereto, hereby interposes and binds himself in favour of the SELLER, jointly and severally as surety for and co-principal debtor *in solidum* with the PURCHASER for the due and timeous performance by it of all its obligations as PURCHASER in terms of this Agreement and hereby renounces the benefits and excussion of and division.

If this Agreement is concluded with more than one PURCHASER, the liability of such PURCHASER to the SELLER shall be joint and several *in solidum*.

19. **MARITAL STATUS OF PURCHASER**

The PURCHASER warrants that his marital status is as set forth in the "INFORMATION FOR CONVEYANCER AND ADMINISTRATION" annexed hereto and, further that the information contained in such schedule is true and correct in each and every respect.

20. **WAIVER**

Notwithstanding any express or implied provisions of this Offer to the contrary, any latitude or extension of time which may be allowed by the SELLER in respect of any matter or thing that the PURCHASER is bound to perform or observe in terms hereof, shall not under any circumstances be deemed to be a waiver of the SELLER'S rights at any time, and without notice, to require strict and punctual compliance with each and every provision or term hereof.

21. CERTIFICATES TO BE OBTAINED

The PURCHASER shall at his own cost obtain:

- 21.1. A certificate of compliance with the requirements of the Occupational Health and Safety Act, Act 85 of 1993 and/or Government Regulations No. 2920/1992 to the effect that the electrical installation on the property complies with SABS 0142, or is reasonably safe;
- 21.2. A certificate to the effect that the improvements on the property are free from infestation by timber destroying insects, if specifically required by a financial institution;
- 21.3. A certificate of the occupation of the property (if applicable);
- 21.4. A NHBRC Certificate (if applicable).
- 21.5. Any other certificates as may be required by law in relation to the property.

22. FIRST RIGHT OF REFUSAL

- 22.1. If the SELLER does not accept the PURCHASER'S offer during the CONFIRMATION PERIOD because it has received a higher offer from a third party, the PURCHASER shall be entitled to increase the PURCHASER'S offer during the CONFIRMATION PERIOD in order to match the third party's offer, on condition that the PURCHASER shall be approached only once with any higher offer.
- 22.2. Any further offers being made prior to confirmation of the sale agreement shall be made within **7 (seven) working days** from the last date of the auction ending at **12 noon on Thursday, 19th February 2026** and will be subject to these terms and conditions. The submissions of further offers will close 7 (seven) days after last date of the auction at 12 noon and no further offers may be considered by the SELLER or the AUCTIONEER.
- 22.3. Any such offers of which the purchase price has been confirmed by the SELLER as acceptable for confirmation purposes, shall be submitted to the highest auction bidder, who will have the first right of refusal to equal and match the offer within **24 (twenty-four) hours** after submission thereof and to be accepted in writing by the successful bidder and PURCHASER at the auction, in which event the sale shall immediately become final.
- 22.4. The above additional offers are subject thereto that an improved offer can only be submitted to the successful PURCHASER at the auction for only one event. Once such an improved offer has been submitted to the successful bidder at the auction for consideration, it shall be deemed that the offers have closed and that no further offers may be considered whatsoever.

23. ESKOM POWER (IF APPLICABLE)

- 23.1 The Seller undertakes to obtain final Eskom electricity readings and make payment of all outstanding electricity due to Eskom as of date of transfer of the relevant property. The Purchaser shall be entitled to transfer the electricity account to the Purchaser's benefit only

after transfer of the property has been registered in the Deeds Office in the name of the Purchaser;

- 23.2 Unless specifically guaranteed separately in this sale agreement, the Seller does not warrant the supply of electricity by Eskom and/or the registration of any water rights in respect of the property;

24. **RATES AND TAXES**

- 24.1 The Seller shall be obliged to make payment of all rates and taxes and any statutory levies payable in respect of the property and shall for the account of the Seller supply a clearance certificate to effect registration of transfer into the name of the Purchaser;

- 24.2 Each party shall on demand furnish or ensure the furnishing of all documents, records and verifications required by anyone in regard to the Financial Intelligence Centre Act No. 38 of 2001 relating to this contract the parties or the execution thereof;

25. **ELECTRICAL CERTIFICATE (IF APPLICABLE)**

The Purchaser shall, at its own costs obtain a valid electrical certificate of compliance as envisaged by the Occupational Health and Safety Act No. 85 of 1993 and Government Regulation 2920 of 1992 and Purchaser shall be liable for whatever expenses or costs which may be involved in obtaining same including reparation costs to be effected in respect of the installation. Purchaser shall deliver the said certificate of compliance to the conveyancers after date of occupation by the Purchaser and/or on date of transfer, whichever occurs first. The Seller and the Purchaser warrants that they will not make any alterations to the electrical installation after the issue of the certificate of compliance.

26. **GAS INSTALLATION - CERTIFICATE OF CONFORMITY (IF APPLICABLE)**

In the event of there being a gas installation in the property the Purchaser shall at its cost be obliged to obtain a Certificate of Conformity in respect of such an installation as is required by Section 17(3) of Government Notice R734 of 15 July 2009 stipulated in The Government Gazette 32395. The Purchaser and its Agents shall have reasonable access to the property prior to the Transfer Date for the purposes of obtaining such Certificate and for carrying out such repairs as may be necessary. Should any repairs be necessary they will be for the cost and account of the Purchaser.

27. **ENTOMOLOGIST CERTIFICATE (IF APPLICABLE)**

- 27.1 At the Purchaser's cost, the Purchaser shall procure a certificate or certificates in respect of all buildings situated on the Immovable Property from a Government and South African Pest Control Association approved eradicator of timber destroying insects to the effect:

27.1.1 That the buildings on the Immovable Property has been inspected for infestation by timber destroying and/or boring insects of all kinds; and

27.1.2 Having thoroughly inspected the buildings, that at the date of such inspection such buildings are apparently free from infestation by such insects.

- 27.1.3 The certificate or certificates shall be furnished to the Seller before the Transfer Date in respect of the Immovable Property to which it applies or such extended period as the Seller may agree to, in writing.
- 27.1.4 The Purchaser agrees that there is no obligation on the Seller to furnish an entomologist clearance certificate to the effect that the timber in the buildings on the Property is free from infestation by wood-boring insects. The Purchaser shall, at his own cost, obtain such entomologist clearance certificate.
- 27.1.5 The Purchaser undertakes that where repairs are required in order for such certificate to be issued, the Purchaser shall at his own cost, employ the services of a certified professional to effect such repairs and provide the clearance certificate to the Seller's conveyancer for the purpose of transfer of the property into the name of the purchaser.
- 27.1.6 The Seller shall have no liability whatsoever should it be found that insects infest the timber in the buildings on the Property.

28. **BUILDING PLANS (IF APPLICABLE)**

The seller does not warrant that all plans are in order and have been approved by the relevant municipality concerned. The purchaser satisfies himself prior to entering into a sale agreement that the improvements on the property are built in accordance with approved plans and according to municipal regulations. Should the purchaser neglect to ascertain the status of the improvements prior to transfer, he will have to accept the property with the prevailing defects. The purchaser confirms he has investigated the plans and acquires the property as is, and any outstanding plans will be for the cost of the Purchaser.

29. **SECURITY OF TENURE**

- 29.1 Purchaser acknowledges that it is acquainted with the provisions of the Extension of Security of Tenure Act No.62 of 1997 and the factual position regarding the occupants of the property.
- 29.2 The Purchaser also acknowledges that it is aware that the provisions of the said Act are binding on the Purchaser as successor in title of the Seller and the property is sold subject to the said provisions and any alleged occupancy rights.

30. **RESTITUTION OF LAND RIGHTS**

- 30.1 The property is sold subject to the provisions of the Restitution of Land Rights Act No. 22 of 1994.
- 30.2 The sale is subject to any land claim registered in terms of the Restitution of Land Rights Act 1998 on the relevant property. In the event that a claim has been noted against the property by the Land Claims Commissioner, the Seller shall give 30 (thirty) days' notice to the Land Claims Commissioner in respect of this sale agreement;

- 30.3 The Seller does not warrant or guarantee that there is no land claim against the property and the Purchaser purchases the property subject to any land claims being instituted or to be instituted in terms of the restitution of Land Rights Act 1998;

31. **APPLICABLE LEGISLATION**

The property is sold subject to the right of any:

- 31.1 Labourer who has the right of cultivating or grazing or the right to occupy and to use, in terms of the provisions of the Land Reform (Labour Tenants) Act, 3 of 1996;
- 31.2 any existing informal rights in respect of business, occupation, habitation, residence, permission for occupation, use or entry to the property or occupied the property already before 31 December 1992 (i.e. more than 5 (Five) years, in terms of the Interim Protection of Informal Land Rights Act, 31 of 1996;
- 31.3 Any rights of occupants of the property, including elderly persons, children, handicapped persons and households of which a woman is the head in terms of the Prevention of Illegal Eviction from Unlawful Occupation of Land Act, 19 of 1998;
- 31.4 Any occupancy rights in terms of the Extension of Security of Tenure Act No. 62 of 1997.

32. **PROTECTION OF PERSONAL INFORMATION**

The parties record and agree that they will at all times uphold and comply with the spirit and intention of the provisions of the Protection of Personal Information Act No. 4 of 2013, as amended from time to time ("POPI Act") and any regulations promulgated pursuant thereto in dealing with any personal information connected to this agreement and the transaction envisaged herein.

33. **SPECIAL CONDITIONS**

- 31.1. If applicable, this agreement is subject to the approval of the sale or powers to be granted:
- (a) By the Court; or
 - (b) By the Master of the High Court in terms of Section 18(3) and/or Section 80 (bis) of the Insolvency Act 24 of 1936; or Section 386 of the Companies Act 65 of 1973 read with Item 9 of Schedule 5 of the Companies Act 71 of 2008; or
 - (c) Subject to the Acceptance of the Agreement by the TRUSTEE/LIQUIDATOR upon the adoption of the Resolutions authorizing him to do so.
- 31.2. This offer is further subject to approval by the BONDHOLDER and SELLER within 14 (fourteen) working days from the last date of auction as provided for in clause 3.3 of this agreement.

31.3. Should the SELLER not confirm the sale, this offer will lapse and this document and bid shall be deemed to be *pro non scripto*.

31.4. The PURCHASER undertakes on demand to sign all documentation as required by the PHEZULU ESTATE HOMEOWNERS ASSOCIATION and to make all payments as may be required by the management of the Homeowners Association / Body Corporate in order to be registered as a member.

THE PROPERTY WAS PUT UP FOR SALE BY PUBLIC AUCTION FROM 10th – 11th FEBRUARY 2026

and sold for the amount of R_____ (in words:
_____) (EXCLUDING VALUE ADDED TAX)

TO:

MR/MRS/MS:

(Hereinafter referred to as the
"PURCHASER")

Refer to "INFORMATION FOR CONVEYANCER AND ADMINISTRATION" for full details of purchaser.

OR IN THE EVENT OF THE PURCHASER BEING A COMPANY / TRUST / CC:

TO:

COMPANY/CLOSE CORPORATION/TRUST/OTHER:
(Hereinafter referred to as the "PURCHASER")

ENTITY REGISTRATION NO:

REGISTERED ADDRESS:

TELEPHONE DETAILS:

Business:

Email:

Cell:

MARITAL STATUS

(In/Out of Community of PROPERTY)

SPOUSE'S NAME

SPOUSE'S ID NUMBER

as chosen *domicilium citandi et executandi*

herein represented by:

Identity Number:

who hereby warrants that he is duly authorized by resolution of the members/directors of the entity to act on its behalf, and who hereby binds himself as surety and co-principal debtor in solidum for and on behalf of the PURCHASER to and in favour of the SELLER and the AUCTIONEER under the terms and conditions contained in this Offer, and who further binds himself to due performance hereunder and for all amounts that may be due under this Offer, including damages, arising from whatever cause, and waives the benefits of division and excussion.

SIGNED by the **SELLER** at _____ on _____ 2026

WITNESSES:

1. _____

2. _____

FOR THE **SELLER** - Neil David Button N.O. in his capacity as the duly appointed Liquidator of the Joint Estate, Case no.: 6864/2023P

SELLER'S ADDRESS

SEAT Insolvencies

2 Assurance Street, Pietermaritzburg, 3201

Tel: 0877432630

Email: neilb@seatinsolvencies.co.za

I, the Purchaser, hereby confirm that the full extent of my obligations and rights herein have been explained to me and that I have been given an opportunity to make the necessary enquiries in respect of the property and all material aspects related to this property and sale and that I understand the effect of these conditions.

SIGNED by the PURCHASER at _____ on _____ 2026
(PERSONAL CAPACITY)

WITNESSES:

1. _____

2. _____

First Purchaser (Purchaser)

Second Purchaser (Purchaser)

SIGNED by the PURCHASER at _____ on _____ 2026
(AS SIGNATORY ON BEHALF OF)

WITNESSES:

1. _____

2. _____

SIGNATORY being duly authorised

Name:

SIGNED by the AUCTIONEER at _____ on _____ 2026

WITNESSES:

1. _____

2. _____

AUCTIONEER

**INFORMATION FOR CONVEYANCER AND ADMINISTRATION
PURCHASER SPOUSE/CO-PURCHASER**

IN THE EVENT OF THE PURCHASER BEING A NATURAL PERSON:

SURNAME

FIRSTNAMES

MARITAL STATUS

(State whether Unmarried, Married in Community of PROPERTY, Married by Antenuptial Contract, Married in a country other than South Africa)

DATE OF MARRIAGE

COUNTRY OF MARRIAGE

IDENTITY NUMBER

TELEPHONE NUMBER

(H)

(W)

(FAX)

(CELL)

EMAIL ADDRESS

POSTAL ADDRESS

FUTURE ADDRESS

INCOME TAX NUMBER

INFORMATION FOR CONVEYANCER AND ADMINISTRATION**IN THE EVENT OF THE PURCHASER BEING A COMPANY / CC:****COMPANY NAME**

REGISTRATION NUMBER

**DIRECTORS FULL NAMES, SURNAMES &
IDENTITY NUMBERS**

COPY OF RESOLUTION

INCOME TAX NUMBER

VAT NUMBER

CONTACT NUMBERS**(H)**

(W)

(CELL)

EMAIL ADDRESS

REGISTERED ADDRESS

REGISTERED POSTAL ADDRESS

INFORMATION FOR CONVEYANCER AND ADMINISTRATION**IN THE EVENT OF THE PURCHASER BEING A TRUST:****TRUSTEES FULL NAMES, SURNAMES &
IDENTITY NUMBERS**

COPY OF LETTER OF AUTHORITY

COPY OF LETTER OF AUTHORITY

INCOME TAX NUMBER

VAT NUMBER

CONTACT NUMBERS**(H)**

(W)

(CELL)

EMAIL ADDRESS

REGISTERED ADDRESS

REGISTERED POSTAL ADDRESS

CONDITIONS OF SALE OF IMMOVABLE PROPERTY**SCHEDULE "A"**

The following immovable property was / properties were put up for sale by Public Auction from **10th – 11th February 2026** and sold for the amount of R_____ (in words:

_____) (Excluding Value Added Tax)

DESCRIPTION : Erf 147 Phezulu, Registration Division FT, Province of KwaZulu-Natal in the extent of 1960 sqm and held under Title Deed Number: T15429/2014 and known as 6 Mahogany Avenue, Alverstone

EXTRACT FROM THE MINUTES OF A MEETING OF THE MEMBERS/ DIRECTORS/ TRUSTEES OF:

NAME OF CLOSE CORPORATION/
COMPANY/ TRUST:

REGISTRATION NUMBER

MEETING HELD AT ON
DAY OF 2026

IT IS RESOLVED THAT:

.....
.....
.....

1. The CLOSE CORPORATION/ COMPANY/ TRUST buys the following immovable
PROPERTY:

Erf description	Erf 147 Phezulu, Registration Division FT, Province of KwaZulu-Natal in the extent of 1960 sqm and held under Title Deed Number: T15429/2014 and known as 6 Mahogany Avenue, Alverstone
-----------------	---

FROM the insolvent estate of	Attwell Sibusiso Makhanya and Nonhle Lorraine Makhanya– Liquidation of Joint Estate
------------------------------	--

Purchase price (Excluding VAT and transfer Duty)	R
---	---------

Purchase price in words
-------------------------	-------

2. That in his
capacity as member/ director/ trustee be and is hereby authorised to execute and sign all
documents necessary to give effect to the above resolution

Certified a true copy,

.....
MEMBER/ DIRECTOR/ TRUSTEE

.....
MEMBER/ DIRECTOR/ TRUSTEE

.....
MEMBER/ DIRECTOR/ TRUSTEE

.....
MEMBER/ DIRECTOR/ TRUSTEE

ANNEXURE "A"**FICA REQUIREMENTS:****Natural Persons**

1. South African identity document (foreigners: passport);
2. Utility bill addressed to your residential address less than 3 months (accounts for mobile phones are not acceptable);
3. South African Income Tax reference number.
4. Confirmation marital status, i.e. unmarried or married

If Married

- **If IN COMMUNITY OF PROPERTY (no antenuptial contract)**
 - ✓ Marriage certificate.
 - ✓ S.A. identity document (foreigner: passport) of your SPOUSE.
- **If OUT OF COMMUNITY OF PROPERTY (by Antenuptial Contract ("ANC"))**
 - ✓ Marriage certificate.
 - ✓ Page 1 (and page 2 if necessary) reflecting the registered number and names of both parties.
- **If your Marriage is governed by the Laws of another country/state**
 - ✓ S.A. identity document (foreigner: passport) of your SPOUSE;
 - ✓ Name of the country/state governing your marriage, i.e. the country where the husband was living at the time of the marriage with the intention of staying there permanently.

Entities

Person acting on behalf of the Entity must comply with paragraphs 1 to 4 above.

All directors / members / trustees must also comply with paragraphs 1 to 4 above

PLUS THE FOLLOWING:**Companies:**

1. CM1.
2. CM22.

Close Corporations:

1. CK1;
2. and, if applicable, CK2.

Trusts:

1. Letters of Authority / Master's Certificate;
2. Trust Deed and all amendments thereto.
3. Resolution to approve the purchase (and loan application, if applicable) taken before the Agreement of Sale was signed. (The only exception is where it is a cash transaction and all the Trustees have signed the Agreement of Sale.)

ANNEXURE "B"**Mandatory Disclosure Form
IMMOVABLE PROPERTY CONDITION REPORT**

There are defects on the PROPERTY; however, the PURCHASER confirms that he has fully acquainted himself with the PROPERTY which he has inspected and that the PROPERTY is sold voetstoots.

Disclaimer

This condition report concerns the immovable property situated at *Erf 147 Phezulu, Registration Division FT, Province of KwaZulu-Natal in the extent of 1960 sqm and held under Title Deed Number: T15429/2014 and known as 6 Mahogany Avenue, Alverstone* ("The property").

This report does not constitute a guarantee and/or warranty of any kind or nature by the owner of the property or by the property practitioners representing that owner in any transaction. This report should, therefore, not be regarded as a substitute for any inspections or warranties that prospective purchasers may wish to obtain prior to concluding an agreement of sale in respect of the property.

Seller's information

Neil David Button N.O. in his capacity as the duly appointed Liquidator of the Joint Estate, Case no.: 6864/2023P

2 Assurance Street, Pietermaritzburg, 3201

Tel: 0877432630

Email: neilb@seatinsolvencies.co.za

Definitions

In this form:

"am aware" mean to have notice or knowledge; while

"defect" means any condition, whether latent or patent, that would or could have a significant deleterious or adverse impact on, or affect, the value of the property, that would or could significantly impair or impact upon the health or safety of any future occupants of the property or that, if not repaired and/or removed and/or replaced, would or could significantly shorten or adversely affect the expected normal lifespan of the property.

Disclosure of information

The owner of the property discloses the information hereunder in the full knowledge that, even though this is not to be construed as a warranty, prospective purchasers of the property may rely on such information when deciding whether, and on what terms, to purchase the property. The owner hereby authorises the appointed property practitioner marketing the property for sale to provide a copy of this statement, and to disclose any information contained in this statement, to any person in connection with any actual or anticipated sale of the property.

Provision of additional information

The owner represents that to the best of his/her knowledge the responses to the statements in respect of the property contained herein have been accurately noted as "yes", "no" or "not applicable". Should the owner have responded to any of the statements with a "yes", the owner shall be obliged to provide, in the additional information area of this form, a full explanation as to the reason(s) why the response to the statement concerned has been reflected as a "yes".

Statement concerning the condition of the property

	Yes	No	N/A
I am aware of defects in the roof.			x
I am aware of defects in the electrical systems.			x
I am aware of defects in any part of the plumbing systems, including any defects pertaining to the swimming pool, if any.			x
I am aware of defects in the heating and/or air conditioning systems, including air filters and humidifiers.			x
I am aware of defects in the septic system or other sanitary disposal systems.			x
I am aware of any defects to the property and/or in the basement or foundations of the property, including cracks, seepage and bulges. Other such defects include, but are not limited to, flooding, dampness or wet walls and unsafe concentrations of mould or defects in drain tiling or sump pumps.			x
I am aware of any structural defects in the property.			x
I am aware of boundary line disputes, encroachments or encumbrances including a joint driveway.			x
I am aware that remodelling or refurbishment has affected the structure of the property.			x
I am aware that any additions and/or improvements made to and/or any erections made on the property, have been done or were made, only after the required consents, permissions and permits to do so were properly obtained.			x
I am aware that a structure on the property has been designated as a historic building.			x

Additional comments

Peter Maskell Auctions CC has been instructed by the Liquidator of the Joint Estate to sell the Property and makes no representations regarding the condition of the Property.

The Purchaser acknowledges that he/she/it has been informed that professional expertise and /or technical skill and knowledge may be required to detect defects and/or deficiencies in the Property and non-compliance aspects concerning the Property. The Purchaser is to obtain his/her/its own professional advice and/or undertake a professional inspection of the Property. The Purchaser waives any claims against Peter Maskell Auctions and/or the Liquidator of the Joint Estate as he/she/it may otherwise have had, and as may have otherwise arise from its/their response to the Statements above.

Seller's certification

The Seller hereby certifies that the information provided in this report is, to the best of the Seller's knowledge and belief, true and correct as at the date when the Seller signs this report.

Certification by person supplying information

If a person other than the owner of the property provides the required information that person must certify that he/she is duly authorised by the Seller to supply the information and that he/she has supplied the correct information on which the Seller relied for the purposes of this report and, in addition, that the information contained herein is, to the best of that person's knowledge and belief, true and correct as at the date on which that person signs this report.

Notice regarding advice or inspections

Both the Seller as well as potential buyers of the property may wish to obtain professional advice and/or to undertake a professional inspection of the property. Under such circumstances adequate provisions must be contained in any agreement of sale to be concluded between the parties pertaining to the obtaining of any such professional advice and/or the conducting of required inspections and/or the disclosure of defects and/or the making of required warranties.

Buyer's acknowledgement

- The prospective buyer acknowledges that he/she has been informed that professional expertise and/or technical skill and knowledge may be required to detect defects in, and non-compliance aspects concerning, the property.
- The prospective buyer acknowledges receipt of a copy of this statement.

Thus, done and signed at _____ on this ____ day of _____ 2026

Seller



Property practitioner
Certificate no.: 20240511000011

Prospective purchaser

Prospective purchaser

ANNEXURE "C"

To the Sales Agreement for Erf 147 Phezulu Game Estate

Duly instructed by
Attwell Sibusiso Makhanya and Nonhle Lorraine Makhanya
Identity Numbers: 7105215363086 and 7212260365089

Herein represented by
Neil David Button N.O. in his capacity as the duly appointed Liquidator of the Joint Estate,
Case no.: 6864/2023P

And

Purchaser Name

Registration /Identity number(s)

The Appointed Architects for Phezulu Game Estate are:

- Walker Smith Architects
- David Mealin Architects

The Appointed builders for Phezulu Game Estate are:

- **BA Builders:** Brett 0824449202
- **Mirama Trading:** Jason 0845112947
- **PKB Project Management:** Keegen 0836405844
- **Workspace:** contact Jason 0737089989
- **Alko Projects:** Alan Koekemoer 0824437504

FOR THE SELLER:

Thus, done and signed at _____ on this ____ day of _____ 2026

Seller

Witness

FOR THE PURCHASER:

Thus, done and signed at _____ on this ____ day of _____ 2026

Purchaser

Witness

PHE-ZULU GAME ESTATE

LANDSCAPE DESIGN PROTOCOL

Name: Erf no:

Read and understood by on this day of

.....

.....

INDIflora cc
ENVIRONMENTAL SERVICES

TELEPHONE: 0314650609
FAX NUMBER: 0314650609
CELL: 0825770898
E-MAIL: johanbodenstein@absamail.co.za
Web page: www.sawebs.co.za/indiflora

PO BOX 41845
ROSSBURGH
4072

**PHE-ZULU GAME ESTATE
INDEX**

NUMBER ITEM	PAGE
i. INDEX	2
1. INTRODUCTION	3
2. PROTOCOL	5
3. THE APPROACH TO DESIGN	5
4. THE DESIGN PROCEDURE	6
5. MONITORING AND CONTROL	8
6. REGISTRATION OF ALL LANDSCAPE CONTRACTORS	8
7. CONTRACTORS VEHICLES	9
8. CONTRACTORS CONDUCT	9
9. LANDSCAPE OPERATIONS	10
10. MAINTENANCE	10
11. FINES	11
12. PLANTING PALETTE FOR REHABILITATION AND LANDSCAPING	11
11.1 VALLEY BUSHVELD TREES AND SHRUBS	11
11.2 ECOTONE PLANTS	14
11.3 RIVERINE TREES AND SHRUBS	15
11.4 BUSH CLUMP TREES AND SHRUBS	15
11.5 FORBS AND GROUND COVERS	15
11.6 CYCADS	18
11.7 LAWN GRASSES	18
11.8 FOREST UNDERSTOREY GRASSES	18
11.9 VELD GRASSES	18
11.10 WETLAND PLANTS	19
12. BIBLIOGRAPHY	20

PHE-ZULU GAME ESTATE
PHE-ZULU GAME ESTATE
LANDSCAPING PROTOCOL

1. INTRODUCTION

Phe-Zulu Game Estate is situated in a very unique environment where the topography of the landscape, the underlying rock and soils, the climate and the historical use of the land all contributed to forming a landscape of international acclaim. The development being a game estate lends itself to the expansion of the natural habitat and to incorporate the natural elements of the landscape into each and every private garden making it part of a bigger whole. Landscaping of gardens in Phe-Zulu Game Estate will not be the simple beautification of the built environment but is in fact the moulding of ecological space, the creation of new niches, the provision of a functional habitat and uniting each garden with the greater open space of Phe-Zulu Game Estate and the D'MOSS (Durban Metropolitan Open Space System).

Landscaping may be defined as the science, technique and art of ecological, functional and aesthetic planning and design of exterior and open spaces, for human use and enjoyment, and for environmental conservation and rehabilitation (Nicolson, 2000: 8).

In Phe-Zulu Game Estate there is an opportunity to start shaping of a natural environment from scratch and still contribute to the landscaping process, so unique, yet integral to the environment of the Valley of a Thousand Hills of KwaZulu Natal. The former land-use destroyed a great deal of the natural vegetation. The opportunity to rectify the impact of past and present development by planting a mixture of indigenous species local to this area to resemble what was here many years ago including the wild animals that lived in the natural environment.

The architectural style used in this development suits the African landscape so well and really create the opportunity to recreate the African Veld through good landscaping. It can promote an attractive image and enhance and protect the desired game estate quality. Good landscaping contributes to the aesthetics of the development and also improve the quality of life for the people who buy into this development. For this reason every little bit of space, even privately owned land which is part of the "macro-complex", is required to make this estate work.

The indiscriminate and insensitive development of residential homes in the Valley of a Thousand Hills environment is threatening the integrity of the Valley. The constant, fragmentation of the last refuge areas, for many birds and other wild organisms, is causing untold pressure in terms of competition for nesting sites, territory and food resources amongst them. This makes the need for a development of this nature even greater.

Phe-Zulu Game Estate is changing this negative state of the environment, by increasing the habitat for wild animals. The Game Estate is based on the rehabilitation of the common land back to proper grassland and proper Valley bushveld. This is a long-term process needing all landowners to co-operate to create a bigger and better habitat for wildlife.

PHE-ZULU GAME ESTATE

Every landowner has the responsibility to contribute to the improvement of the landscape to the benefit of all. The landscape is to be entirely indigenous and landowners are mandated to accept this and support the bigger philosophy of nature first and man second. Where landscapers need to use exotic plants in the design, they have to apply for specific exemption on the use thereof as is explained in the protocol. Within the palette of plants there is scope for creative use of the local plants to create an indigenous garden design that is unique, personal and special but still part of a bigger whole. The list of indigenous plant material suited and adapted to this environment is diverse and leaves great choice for the discerning gardener.

All homeowners in Phe-Zulu Game Estate are welcomed and invited to enjoy the indigenous environment and the piece of Africa they now have at their doorstep.

Johan Bodenstein
Indiflora cc
Environmental Services

PHE-ZULU GAME ESTATE

2. PROTOCOL

This landscaping protocol is presented by Phe-Zulu Game Estate to ensure that all gardens (corporate and private) are designed and maintained according to the basic, but tested, environmental principles, namely:

The plans presented for approval have thoroughly considered the broader valley environment during the planning process incorporating the natural and man-made environments.

The plans submitted were designed within the framework stipulated in the Environment Management Plan, the Record of Decision from the Department of Agriculture and Environmental Affairs and in the findings of the DFA Tribunal.

The principles listed in the National Environment Management Act (Act 107 of 1998) were duly considered during planning.

The integrity of the natural environment is upheld.

Individual landscape designs integrate with the overall theme of the development namely that of nature conservation.

The design respects and preserves the heritage of our natural environment.

The design integrates the built environment into the natural landscape without any negative impact on the environment. It becomes an extension of the natural environment.

All planting done on corporate and private properties makes use of the plants on the planting palette only, which reflects the natural vegetation portion of the Valley Bushveld.

Indigenous vegetation best suited to the area is recommended for planting.

The use of exotic plants is discouraged and needs to be vetted by the Landscape Appraisal Committee. **NO** plant listed on the Declared weed and invader plant list (Regulation 15 of the Conservation of Agricultural Resources Act, Act 43 of 1983) will be considered.

3. THE APPROACH TO DESIGN

The principles of approach to design applied within these guidelines are:

- Harmonious development is to be fostered, as the overall planning aim and mandated by the Phe-Zulu Game Estate team.
- Educative to the client and future land users.
- Readily accessible and “user friendly”.
- Suited and appropriate to the site’s natural setting, soil, climax ecological conditions, and to consider the natural features that occur on the site and its surroundings.
- Appropriate to the context of the site within the urban fabric, and the landscape that it is part of.

PHE-ZULU GAME ESTATE

- Vandalism-, theft- and other forms of damage control within the particular circumstances.
- Sensitive in relation to other relevant land use planning and conservation strategies, for example the Town and Regional Planning Commission's Parkway Principle, Metropolitan Open Space System (MOSS) principles, and to the Environmental Impact Assessment procedures and their resultant Environmental Management Plans.
- Complementary and supportive of the tourism philosophy of Phe-Zulu Game Estate.
- Multifunctional in their benefits wherever possible and appropriate (for example for conservation, resource use or recreational benefits)
- Practically executable, not unduly onerous in regard to resources, time and expertise.
- Based on the use of indigenous plant material wherever practical and appropriate. Practical in that they use material that is readily available.
- Appropriate to the particular development proposed and its particular circumstances.
- Able to foster cooperative approach between the authorities, developers and affected stakeholders.
- Economically and ecologically sustainable.
- Complementary and supportive of other land uses and planning objectives.
- Financially feasible at outset and in ongoing maintenance.
- Effectively integrated into the overall planning and development process.
- Facilitate the implementation of the requirements of the Environmental Management Plan as required by the National Environment Management Act (Act 107 of 1989).

(Adapted from Nicolson, 2000:11)

4. THE DESIGN PROCEDURE

Phe-Zulu Game Estate is gearing towards a high standard of environmental management. To be certain that all designs of gardens, corporate and private comply to these standards the following procedure for the design and creation of gardens has been developed and must be strictly adhered to at all times. In order to safeguard the interests of the homeowners and to entrench the principles listed above.

4.1 A detailed landscape design drawing (Hand drawn or computer generated plans are acceptable) for the proposed garden with a planting plan and a copy for the office records and a submission fee of R500 excluding VAT must be submitted to the General Manager for approval through the Landscape Appraisal Committee. The plan must be drawn indicating the following:

- Site location
- Site boundaries
- Building footprint
- Existing contours
- Direction north
- A scale of not more than 1:200
- Numbering and referencing of plans
- Proposed contour changes

PHE-ZULU GAME ESTATE

- Stormwater disposal (Must tie in with overall stormwater management plan)
 - Hardscaping including water features, paving, retaining structures, garden furniture etc., including materials to be used and the source of the material is to be stipulated.
 - Detailed planting plan with:
 - Botanical plant names
 - Positions of plants
 - Density of planting (*Mass planting areas, positions of individual plant species need not be shown but the number of plants per square metre should be annotated*).
 - Eventual spread or height
 - The plan must include a write up with reference to the philosophy for the design, the proposed finish, the preparation of the soil prior to planting and the maintenance programme after establishment.
 - The procedures to be implemented to prevent soil erosion by wind and water during the set-up phase.
- 4.2 The information listed above is required on the plan to enable the Landscaping Appraisal Committee to adjudicate the design prior to authority being granted to implement the design. Any application not conforming to the above standards will be rejected and the submission fee forfeited.
- 4.3 The Landscaping Appraisal Committee approves the plan and quotations can then be obtained to do the work and the work executed.
- 4.4 The implementation starting dates must be registered with the General Managers office, to facilitate the monitoring programme.
- 4.5 The General Manager of the Homeowners' Association can recommend a number of approved landscape designers. A panel of approved landscape designers registered with the General Manager are the only designers who may operate at Phe-Zulu Game Estate. It is the responsibility of the homeowner to independently contract the designer of their choice inclusive of costs. All prospective designers are required to submit a portfolio of their work to the Landscape Appraisal Committee to have their work evaluated to determine whether their standard is of high enough a standard to have their names added to the list of designers.
- 4.6 Deviations from plan will be permitted on the approval of an updated plan to be authorised by the Landscape Appraisal Committee. Work will be prevented from taking place if the General Manager is not in possession of a copy of the approved plan.
- 4.7 Prepare a plan at a scale of a 1: 100 scale or nearest scale to fit the entire site within an A1 size sheet.

5. MONITORING AND CONTROL

PHE-ZULU GAME ESTATE

- 5.1 Phe-Zulu Game has appointed a Landscape Appraisal Committee to adjudicate all plans submitted through them.
- 5.2 The decisions made by the committee are binding.
- 5.3 Once plans have been approved, no deviations will be permitted, except where altered drawings have been re-submitted and authority obtained in writing.
- 5.4 Phe-Zulu Game Estate has appointed an Environmental Consultant who has the responsibility to monitor the implementation of landscape plans.
- 5.5 A compliance report is to be filed with the General Manager of Phe-Zulu Game Estate.
- 5.6 Before final occupation is granted, the developer, tenant or purchaser must acquire a Landscape Compliance Certificate from the General Manager.
- 5.7 The Landscape Compliance Certificate will be withheld if the landscape implementation is not satisfactory. This may involve special penalties or may prevent the property from being occupied or sold.
- 5.8 All landscape contractors and sub-contractors must submit to the Phe-Zulu Game Estate Contractor's Protocol, obtainable from the General Manager. Any transgression of these protocols are subject to the halting of the project, and a monetary fine is payable at the office of the General Manager, prior to obtaining permission to continue with the work.

6. REGISTRATION OF ALL LANDSCAPE CONTRACTORS.

- 6.1 All contractors are expected to register with the office of the General Manager prior to the commencement of any work in Phe-Zulu Game Estate.
- 6.2 Proof of registration with the Compensation Commissioner must be provided.
- 6.3 All contractors are expected to sign a Waiver of Lien.
- 6.4 All labour have to be registered with the office of the General Manager by submitting a photocopy of the ID book of the employee and paying the prescribed sum for the entrance disk.
- 6.5 The entrance disk for every worker remains the property of Phe-Zulu Game Estate and will need to be renewed after 3 months. On completion of the project the disks are to be returned to Phe-Zulu Game Estate and a rebate will then be paid out.
- 6.6 All vehicles have to be registered at the offices of the General Manager.

7. Contractors vehicles:

PHE-ZULU GAME ESTATE

- 7.1 All vehicles are to be maintained in a road worthy manner and mechanical failure or unroad worthy vehicles will not be permitted onto Phe-Zulu Game Estate.
- 7.2 Speed limits in Phe-Zulu Game Estate will be strictly enforced and any vehicle found to exceed the speed limit is subject to a fine.
- 7.3 Any vehicle found to spill building material, hazardous material or waste anywhere in Phe-Zulu Game Estate is subject to a fine.
- 7.4 Any vehicle found to cause damage to any property, damage any tree or planted area or to cause damage to the road or road kerb is subject to a fine.
- 7.5 Any vehicle found to cause an obstruction on any road, or that parks off the road surface on the verge is subject to a fine.

8. Contractors conduct:

- 8.1 A chemical toilet will be made available to every twenty (20) workers per working front.
- 8.2 The natural vegetation is not to be used for a toilet.
- 8.3 A reliable chemical company must service the chemical toilets at regular intervals and proof of the service intervals kept.
- 8.4 No fires are to be made on any site.
- 8.5 Workers must be supplied with a stove for the preparation of food.
- 8.6 Eating areas are to be kept clean at all times.
- 8.7 Suitable waste receptacles are to be provided at close intervals and the waste removed on a daily basis and disposed of at an approved waste disposal site.
- 8.8 Noisy activities are to be restricted to day-light hours and the neighbours informed of the noisy activity 24 hrs in advance.
- 8.9 No unregistered staff is permitted on any site.
- 8.10 Staff must conduct themselves in a civil manner.

9. Landscape Operations:

- 9.1 Landscapers may only operate within the confines of the footprint of the site they are working on.
- 9.2 All footprints are to be fenced off with a temporary Bonnox and Shade cloth

PHE-ZULU GAME ESTATE

fence.

- 9.3 No material may be stacked outside the temporary fenced off area.
- 9.4 No stockpile may exceed 2 m in height.
- 9.5 Each area to be planted must be watered prior to planting.
- 9.6 All completed planting must be watered immediately after planting. Then daily for the first two weeks after which the plants are watered every third day for one month. After that the watering is reduced to being watered twice a week for another month and then once a week for two weeks.
- 9.7 All planted areas are subject to a maintenance period by the landscape contractor of 1 year after completion. 10% of any plants dying during this period is to be replaced by the Landscape Contractor at no cost to the home owner.
- 9.8 Well, broken-down, organic, compost is to be used liberally. The source of the compost must be declared and any compost not complying will be rejected and will have to be taken off the site. Compost is to have a pH of 7.0.
- 9.9 Topsoil imported must be from a supplier with a mining licence and a letter of guarantee of the source of the topsoil is to be obtained and supplied to the General Manager.

10. Maintenance

- 10.1 Minimum standards
 - 10.1.1 Mowing
The lawn grass must be mowed a minimum of twice in the months August to May and a minimum of once during the months of June and July.
 - 10.1.2 Garden waste removal:
All leaf litter, clippings and other waste generated during garden maintenance must be removed from the Estate the same day as the maintenance service is rendered.
 - 10.1.3 All garden areas should receive an annual composting with well, matured, organic compost.

11. Fines:

- 11.1 Labour:
 - 11.1.1 Unregistered labour: R 200.00
 - 11.1.2 Unruly labour conduct: R 200.00
 - 11.1.3 Intoxicated or labour under the influence: R 500.00

11.2 Vehicles:

PHE-ZULU GAME ESTATE

11.2.1	Unroadworthy vehicle:	R 500.00
11.2.2	Speeding: R100 for every kilometer over the speed limit.	
11.2.3	Obstructing or parking on the verge:	R 500.00
11.2.4	Damage caused by vehicle:	R10 000.00
11.3	Landscape operation:	
11.3.1	Operating outside of the footprint:	R 1000.00
11.3.2	Stock piling outside the footprint:	R 1000.00
11.3.3	Not adhering to the submitted plan: 2% of the contract price	
11.3.4	Use of alien plants: R5000.00 per plant	

12. PLANTING PALETTE FOR REHABILITATION AND LANDSCAPING

12.1 VALLEY BUSHVELD TREES AND SHRUBS:

SCIENTIFIC NAME	COMMON NAME
<i>Acacia karroo</i>	Sweet thorn
<i>Acacia nilotica</i>	Scented thorn
<i>Acacia robusta</i>	Splendid Acacia
<i>Acacia sieberana</i>	Paperbark Acacia
<i>Acalypha glabrata</i>	Forest false-nettle
<i>Acokanthera oppositifolia</i>	Common poison-bush
<i>Acridocarpus natalitius</i>	Moth-fruit
<i>Adenopodia spicata</i>	Spiny splinter-bean
<i>Albizia adianthifolia</i>	Flatcrown
<i>Anastrabe integerrima</i>	Pambati tree
<i>Antidesma venosum</i>	Tassle berry
<i>Apodytes dimidiata</i>	White pear
<i>Baphia racemosa</i>	Powder-puff tree
<i>Bauhinia tomentosa</i>	Bush-neat's foot
<i>Bersama lucens</i>	Glossy White ash
<i>Brachylaena ilicifolia</i>	Small bitter-leaf
<i>Bridelia micrantha</i>	Mitzeeri
<i>Buddleja saligna</i>	False olive
<i>Calodendrum capense</i>	Cape chestnut
<i>Calpurnea aurea</i>	Natal laburnum
<i>Canthium inerme</i>	Turkey berry
<i>Capparis sepiaria</i>	Wild caper bush
<i>Capparis tomentosa</i>	Wooly caper bush
<i>Carissa bispinosa</i>	Forest num-num
<i>Carissa macrocarpa</i>	Num-num
<i>Cassine aethiopica</i>	Kooboo berry
<i>Cassine papilosa</i>	Common saffron
<i>Catunaregum spinosa</i>	Thorny-bone apple
<i>Cavacoa aurea</i>	Natal hickory
<i>Celtis africana</i>	White stinkwood
<i>Chaetacme aristata</i>	Thorny elm
<i>Chrysophyllum viridifolium</i>	Fluted milkwood
<i>Clausena anisata</i>	Horsewood
<i>Clerodendrum glabrum</i>	Cats' whiskers
<i>Cola natalensis</i>	Coshwood
<i>Combretum kraussii</i>	Forest bushwillow
<i>Combretum molle</i>	Velvet bushwillow
<i>Commiphora harveyi</i>	Red-stem corkwood
<i>Commiphora woodii</i>	Forest corkwood
<i>Cordia caffra</i>	Septee tree

PHE-ZULU GAME ESTATE

<i>Croton sylvaticus</i>	Forest feverberry
<i>Cryptocarya latifolia</i>	Broad-leaved quince
<i>Cryptocarya woodii</i>	Cape quince
<i>Cussonia nicholsonii</i>	Natal coast cabbage tree
<i>Cussonia sphaerocephala</i>	Natal forest cabbage tree
<i>Cussonia spicata</i>	Common cabbage tree
<i>Cussonia zuluensis</i>	Zulu cabbage tree
<i>Dalbergia armata</i>	Hluhluwe creeper
<i>Dalbergia obovata</i>	Climbing flat-bean
<i>Deinbollia oblongifolia</i>	Dune soap-berry
<i>Dichrostachys cinerea</i>	Sickle bush
<i>Diospyros lycioides</i>	Bluebush
<i>Diospyros natalensis</i>	Small-leaved jackal-berry
<i>Diospyros villosa</i>	Hairy star-apple
<i>Dombeya cymosa</i>	Natal wild-pear
<i>Dombeya rotundifolia</i>	Common wild-pear
<i>Dovyalis caffra</i>	Kei-apple
<i>Dovyalis longispina</i>	Natal apricot
<i>Dracaena aletriformis</i>	Large-leaved dragon tree
<i>Drypetes arguta</i>	Water iron-plum
<i>Drypetes gerrardii</i>	Forest iron-plum
<i>Drypetes natalensis</i>	Natal iron-plum
<i>Ehretia rigida</i>	Puzzle bush
<i>Ekebergia capensis</i>	Cape ash
<i>Englerophytum natalense</i>	Natal milkplum
<i>Ehretia rigida</i>	Puzzle bush
<i>Erythrina humeana</i>	Dwarf coral tree
<i>Erythrina lysistemon</i>	Common coral tree
<i>Erythroxylum emarginatum</i>	Common coca tree
<i>Euclea crispa</i>	Blue guarri
<i>Euclea natalensis</i>	Natal Guari
<i>Eugenia capensis</i>	Dune myrtle
<i>Eugenia natalitia</i>	Common forest myrtle
<i>Euphorbia tirucalli</i>	Rubber Euphorbia
<i>Euphorbia triangularis</i>	River Euphorbia
<i>Ficus glumosa</i>	Mountain fig
<i>Ficus ingens</i>	Red-leaved rock fig
<i>Ficus lutea</i>	Large-leaved fig
<i>Ficus natalensis</i>	Natal fig
<i>Ficus polita</i>	Wild-rubber fig
<i>Grewia caffra</i>	Climbing raisin
<i>Grewia lasiocarpa</i>	Forest raisin
<i>Grewia occidentalis</i>	Cross-berry
<i>Halleria lucida</i>	Tree fuschia
<i>Harpephyllum caffrum</i>	Sourplum
<i>Heteropyxis natalensis</i>	Natal lavender
<i>Hippobromus pauciflorus</i>	False horsewood
<i>Hyperacanthus amoenus</i>	Spiny gardenia
<i>Indigofera frutescens</i>	River indigo bush
<i>Jasminum multipartitum</i>	Common wild jasmine
<i>Keetia gueinzii</i>	Climbing turkey-berry
<i>Kraussia floribunda</i>	Rhino-coffee
<i>Lagynias lasiantha</i>	Natal medlar
<i>Mackaya bella</i>	River bells
<i>Maerua caffra</i>	Common bush-cherry
<i>Maerua racemulosa</i>	Forest bush-cherry
<i>Maerua rosmarinoides</i>	Needle-leaved bush-cherry
<i>Manilkara discolor</i>	Forest milkberry
<i>Margaritaria discoidea</i>	Common pheasant-berry

PHE-ZULU GAME ESTATE

<i>Maytenus acuminata</i>	Silky bark
<i>Maytenus heterophylla</i>	Common spike-thorn
<i>Maytenus nemerosa</i>	White forest spike-thorn
<i>Maytenus peduncularis</i>	Cape blackwood
<i>Maytenus procumbens</i>	Dune Koko tree
<i>Maytenus senegalensis</i>	Red spike-thorn
<i>Millettia grandis</i>	Umzimbeet
<i>Mimusops caffra</i>	Coastal milkwood
<i>Mimusops obovata</i>	Red milkwood
<i>Monanthotaxis caffra</i>	Dwaba berry
<i>Mundulea sericea</i>	Corkwood
<i>Nuxia oppositifolia</i>	Water elder
<i>Ochna arborea</i>	Cape plane
<i>Ochna natalitia</i>	Natal plane
<i>Ochna serrulata</i>	Small-leaved plane
<i>Olea europaea</i>	Wild olive
<i>Olea woodiana</i>	Forest olive
<i>Pappea capensis</i>	Jacket-plum
<i>Pavetta lanceolata</i>	Weeping bride's bush
<i>Peddiea africana</i>	Poison olive
<i>Phoenix reclinata</i>	Wild date palm
<i>Pittosporum viridiflorum</i>	Cheeswood
<i>Polygala myrtifolia</i>	September bush
<i>Protorhus longifolia</i>	Red beech
<i>Psychotria capensis</i>	Black bird berry
<i>Psydrax locuples</i>	Krantz quar
<i>Psydrax obovata</i>	Quar
<i>Ptaeroxylon obliquum</i>	Sneezwood
<i>Putterlickia pyracantha</i>	False spike-thorn
<i>Rapanea melanophloeos</i>	Cape beech
<i>Rawsonia lucida</i>	Forest peach
<i>Rhoicissus digitata</i>	Baboon grape
<i>Rhoicissus rhomboidea</i>	Glossy forest grape
<i>Rhoicissus tridentata</i>	Bushman's grape
<i>Rhus chirindensis</i>	Red currant
<i>Rhus gueinzii</i>	Thorny karee
<i>Rhus natalensis</i>	Natal karee
<i>Rhus pentheri</i>	Common crow-berry
<i>Rhus rehmanniana</i>	Blunt-leaved currant
<i>Rothmannia globosa</i>	September bells
<i>Sapium integerrimum</i>	Duiker berry
<i>Schefflera umbellifera</i>	False cabbage tree
<i>Schotia brachypetala</i>	Weeping boer-bean
<i>Sclerocarya birrea</i>	Marula
<i>Scolopia mundii</i>	Red pear
<i>Scolopia zeyheri</i>	Throny pear
<i>Scutia myrtina</i>	Cat-thorn
<i>Sideroxylon inerme</i>	White milkwood
<i>Spirostachys africana</i>	Tamboti
<i>Strelitzia nicolai</i>	Wild banana
<i>Strychnos decussata</i>	Cape teak
<i>Strychnos madagascariensis</i>	Black monkey-orange
<i>Strychnos spinosa</i>	Spiny monkey orange
<i>Syzygium cordata</i>	Water berry
<i>Tarenna pavettoides</i>	False bride's bush
<i>Teclea gerrardii</i>	Zulu cherry-orange
<i>Trema orientalis</i>	Pigeonwood
<i>Tricalysia capensis</i>	Cape coffee
<i>Tricalysia sonderianna</i>	Coast coffee

PHE-ZULU GAME ESTATE

<i>Trimeria grandifolia</i>	Wild mulberry
<i>Turraea floribunda</i>	Wild honeysuckle
<i>Turraea obtusifolia</i>	Small honeysuckle
<i>Uvaria caffra</i>	Small cluster-pear
<i>Vangueria cyanecens</i>	Bush medlar
<i>Vangueria infausta</i>	Wild medlar
<i>Vepris lanceolata</i>	White ironwood
<i>Xylotheca kraussiana</i>	African dog-rose
<i>Zanthoxylum capense</i>	Knobwood
<i>Ziziphus mucronata</i>	Buffalo thorn

12.2 ECOTONE PLANTS:

SCIENTIFIC NAME	COMMON NAME	PLANT TYPE
<i>Acalypha glabrata</i>	Forest false-nettle	Shrub
<i>Bauhinia natalensis</i>	Natal Bauhinia	Shrub
<i>Bauhinia tomentosa</i>	Bush-neat's foot	Shrub
<i>Brachylaena ilicifolia</i>	Coastal silver oak	Tree
<i>Buddleja saligna</i>	False olive	Tree
<i>Canthium spinosum</i>	Coastal canthium	Tree
<i>Carissa bispinosa</i>	Forest num-num	Shrub
<i>Carissa macrocarpa</i>	Num-num	Shrub
<i>Chrysanthemoides monilifera</i>	Tick berry bush	Shrub
<i>Coddia rudis</i>	Small bone-apple	Shrub
<i>Crotolaria capensis</i>	Cape rattle-pod	Shrub
<i>Dalbergia obovata</i>	Climbing flat-bean	Tree
<i>Dichrostachys cinerea</i>	Sickle bush	Tree
<i>Dombeya burgessiae</i>	Pink wild-pear	Shrub
<i>Euclea racemosa</i>	Sea guarri	Tree
<i>Grewia occidentalis</i>	Cross berry	Tree
<i>Hypoestes verticillatus</i>	Riboon bush	Shrub
<i>Isoglossa woodii</i>	Buckweed	Shrub
<i>Mackaya bella</i>	River bells	Shrub
<i>Plectranthus ecklonii</i>	Large-leaved spur-flower	Shrub
<i>Plumbago auriculata</i>	Plumbago	Shrub
<i>Rhus gueinzii</i>	Thorny karree	Shrub
<i>Setaria megaphylla</i>	Broad-leaved grass	Grass

12.3 RIVERINE TREES AND SHRUBS:

SCIENTIFIC NAME	COMMON NAME	PLANT TYPE
<i>Combretum erythrophyllum</i>	River bushwillow	Tree
<i>Ficus sur</i>	Cape fig	Tree
<i>Macaranga capensis</i>	Wild poplar	Tree
<i>Maesa lanceolata</i>	False assagay	Tree
<i>Phoenix reclinata</i>	Wild date palm	Tree
<i>Rauvolfia caffra</i>	Quinine tree	Tree
<i>Syzygium cordatum</i>	Water berry	Tree

12.4 BUSH CLUMP TREES AND SHRUBS:

SCIENTIFIC NAME	COMMON NAME	PLANT TYPE
<i>Acacia robusta</i>	Splendid Acacia	Tree

PHE-ZULU GAME ESTATE

<i>Acokanthera oppositifolia</i>	Common poison bush	Shrub
<i>Albizia adianthifolia</i>	Flat crown	Tree
<i>Antidesma venosum</i>	Tassle berry	Tree
<i>Apodytes dimidiata</i>	White pear	Tree
<i>Brachylaena discolor</i>	Coastal silver oak	Tree
<i>Bridelia micrantha</i>	Mitzeeri	Tree
<i>Canthium inerme</i>	Common turkey-berry	Tree
<i>Carissa bispinosa</i>	Forest num-num	Shrub
<i>Cussonia sphaerocephala</i>	Natal forest cabbage tree	Tree
<i>Cussonia spicata</i>	Common cabbage tree	Tree
<i>Dalbergia obovata</i>	Climbing flat-bean	Tree
<i>Dichrostachys cinerea</i>	Sickle bush	Tree
<i>Diospyros lycioides</i>	Blue bush	Shrub
<i>Duvernoia adhatodoides</i>	Pistol bush	Shrub
<i>Ehretia rigida</i>	Puzzle bush	Tree
<i>Erythrina lysistemon</i>	Common coral tree	Tree
<i>Ficus natalensis</i>	Natal fig	Tree
<i>Grewia occidentalis</i>	Cross berry	Tree
<i>Maytenus procumbens</i>	Dune Koko tree	Tree
<i>Phoenix reclinata</i>	Wild date palm	Tree
<i>Plumbago auriculata</i>	Plumbago	Shrub
<i>Polygala myrtifolia</i>	September bush	Shrub
<i>Psychotria capensis</i>	Black bird berry	Shrub
<i>Rhus queinzii</i>	Thorny karee	Shrub
<i>Sapium integerrimum</i>	Duiker berry	Tree
<i>Tecoma capensis</i>	Wild honey suckle	Shrub
<i>Tetradenia riparia</i>	Iboza	Shrub
<i>Zanthoxylum capensis</i>	Knobwood	Tree

12.5 FORBS AND GROUNDCOVERS

SCIENTIFIC NAME	COMMON NAME	PLANT TYPE
<i>Abrus precatorius</i>	Lucky bean creeper	Creeper
<i>Agapanthus campanulatus</i>	Bell Agapanthus	Bulb
<i>Agapanthus praecox</i>	Common Agapanthus	Bulb
<i>Albuca nelsonii</i>	Candlelabrum Lily	Bulb
<i>Alepidea amatymbica</i>	Giant Alepidea	Forb
<i>Aloe chabaudii</i>	Chabaud's Aloe	Succulent
<i>Aloe cooperi</i>	Cooper's Aloe	Succulent
<i>Aloe maculata</i>	Common soap Aloe	Succulent
<i>Aneilema aequinoctiale</i>	Clinging Aneilema	Forb
<i>Anisodontea scabrosa</i>	Pink Mallow	Forb
<i>Anthericum saundersiae</i>	Weeping Anthericum	Bulb
<i>Arctotis arctotoides</i>		Forb
<i>Argyrobolium tomentosum</i>	Velvety Yellow Bush Pea	Forb
<i>Aristea abyssinica</i>	Blue-eyed grass	Bulb
<i>Aristea ecklonii</i>	Blue stars	Bulb
<i>Asparagus aethiopicus</i>		Forb
<i>Asparagus africanus</i>	Bush asparagus	Forb
<i>Asparagus falcatus</i>	Large forest asparagus	Forb
<i>Asparagus densiflorus</i>	Emerald fern	Forb
<i>Asparagus macowanii</i>	Zulu asparagus	Forb
<i>Asparagus racemosus</i>		Forb
<i>Asparagus virgatus</i>	Broom asparagus	Forb
<i>Aster bakerianus</i>		Forb
<i>Asystasia gangetica</i>	Asystasia	Forb
<i>Barleria crossandriiformis</i>	Orange crossandra	Forb
<i>Barleria elegans</i>	White bushveld Barleria	Forb

PHE-ZULU GAME ESTATE

<i>Barleria guenzii</i>		Forb
<i>Barleria meyeriana</i>		Forb
<i>Barleria obtusa</i>	Bush violet	Forb
<i>Barleria repens</i>	Small bush violet	Forb
<i>Becium obovatum</i>	Cat's whisker's	Forb
<i>Berkheya setifera</i>	Buffalo-tongue Berkheya	Forb
<i>Berkheya speciosa</i>	Skraaldisseldoring	Forb
<i>Brunsvigia natalensis</i>	Natal candelabra Flower	Bulb
<i>Bulbine abyssinica</i>	Bushy bulbine	Succulent
<i>Bulbine natalensis</i>	Broad-leaved bulbine	Succulent
<i>Callilepis laureola</i>	Ox-eye Daisy	Forb
<i>Ceratotheca triloba</i>	Wild foxglove	Forb
<i>Chaetacanthus setiger</i>	Fairy stars	Forb
<i>Chironia baccifera</i>	Wild gentian	Forb
<i>Chlorophytum comosum</i>	Green Hen and Chickens	Bulb
<i>Chlorophytum krookianum</i>	Giant chlorophytum	Bulb
<i>Chlorophytum modestum</i>	Small Chlorophytum	Bulb
<i>Chrysanthemoides monilefera</i>	Tick berry bush	Shrub
<i>Cissus rotundifolia</i>	Bushveld grape	Creeper
<i>Clematis brachiata</i>	Traveller's Joy	Creeper
<i>Clivia miniata</i>	Bush lily	Bulb
<i>Clivia nobilis</i>	Bush lily	Bulb
<i>Commelina africana</i>	Yellow commelina	Forb
<i>Commelina erecta</i>	Blue commelina	Forb
<i>Cotyledon orbiculata</i>	Pig's ears	Succulent
<i>Crassula alba</i>		Forb
<i>Crassula multicava</i>	Fairy Crassula	Forb
<i>Crinum delagoense</i>	Candy-striped Crinum	Bulb
<i>Crinum macowanii</i>	River lily	Bulb
<i>Crinum moorei</i>	Moore's Crinum	Bulb
<i>Crocasmia aurea</i>	Montbretia	Bulb
<i>Crossandra fruticulosa</i>	Shade crossandra	Forb
<i>Crotolaria dura</i>	Wild Lucerne	Shrub
<i>Crotolaria globifera</i>	Round pod rattle bush	Shrub
<i>Crotolaria lanceolata</i>	Twin-leaved rattle bush	Shrub
<i>Crotolaria macrocarpa</i>	Golden birdflower	Shrub
<i>Crotolaria natalensis</i>	Forest rattle pod	Shrub
<i>Cyperus albo-striatus</i>	Forest star-sedge	Sedge
<i>Cyphostemma hypoleucum</i>	Double-barrel Vine	Creeper
<i>Cyphostemma natalitium</i>		Creeper
<i>Cyrtanthus breviflorus</i>	Yellow fire lily	Bulb
<i>Cyrtanthus mackenii</i>	Ifafa lily	Bulb
<i>Delosperma lineare</i>		Succulent
<i>Delosperma subpetiolatum</i>	Trailing vygie	Succulent
<i>Dietes grandiflora</i>	Large wild iris	Bulb
<i>Dietes flavida</i>		Bulb
<i>Dietes iridioides</i>		Bulb
<i>Dimorphotheca jucunda</i>	Trailing mauve daisy	Forb
<i>Dimorphotheca fruticosa</i>	Creeping Marguerite	Forb
<i>Drimiopsis maculata</i>	Spotted leaved Drimiopsis	Bulb
<i>Eucomis autumnalis</i>	Common pineapple flower	Bulb
<i>Eulophia speciosa</i>		Orchid
<i>Euphorbia pseudocactus</i>		Succulent
<i>Felicia erigeroides</i>	Wild Michaelmas daisy	Forb
<i>Gazania rigens</i>	Trailing gazania	Forb
<i>Gladiolus dalenii</i>	Natal lily	Bulb
<i>Gloriosa superba</i>	Flame lily	Bulb
<i>Gnidia anthylloides</i>	Brandbossie	Forb
<i>Gnidia splendens</i>	Lesser yellow head	Forb

PHE-ZULU GAME ESTATE

<i>Gomphocarpus physocarpus</i>	Milkweed	Forb
<i>Haemanthus albiflos</i>	White paint brush	Bulb
<i>Helichrysum cymosum</i>		Forb
<i>Helichrysum kraussii</i>	Straw everlasting	Forb
<i>Helichrysum plumosum</i>		Forb
<i>Hibiscus calyphyllus</i>		Forb
<i>Hibiscus surattensis</i>	Prickly Wild Hibiscus	Forb
<i>Hypericum aethiopicum</i>	Small Hypericum	Shrub
<i>Hypoestes aristata</i>	Ribbon bush	Forb
<i>Hypoxis argentea</i>	Small Yellow Star-flower	Bulb
<i>Hypoxis hemerocallidea</i>	African potato	Bulb
<i>Ipomoea pes-caprae</i>	Dune morning glory	Forb
<i>Jasminum multipartitum</i>	Common Wild Jasmine	Creeper
<i>Justicia betonica</i>	Paper plume	Forb
<i>Justicia campylostemon</i>	Honey Justicia	Forb
<i>Justicia protracta</i>	Veld Justicia	Forb
<i>Kalanchoe rotundifolia</i>	Common Kalanchoe	Forb
<i>Kniphofia laxiflora</i>	Slender poker	Bulb
<i>Lantana rugosa</i>	Bird's brandy	Forb
<i>Leonotis dubia</i>	Forest Leonotis	Shrub
<i>Lippia javanica</i>	Lemon bush	Forb
<i>Microsorium scolopendrium</i>	Dune fern	Forb
<i>Mitriostigma axilare</i>	Small false loquat	Shrub
<i>Muraltia lancifolia</i>	Purple heath	Shrub
<i>Nemesia denticulata</i>	Wild Nemesia	Forb
<i>Neonotonia wightii</i>	Robust pioneer creeper	Creeper
<i>Orthosiphon labiatus</i>	Shell bush	Shrub
<i>Othonna natalensis</i>	Geelbossie	Shrub
<i>Pavonia columella</i>	Pink Pavonia	Shrub
<i>Pelargonium luridum</i>	Stalk-flowered Pelargonium	Forb
<i>Pentanisia angustifolia</i>	Broad-leaved Pentanisia	Forb
<i>Peristrophe cernua</i>	False buckweed	Forb
<i>Phaulopsis imbricata</i>		Forb
<i>Plectranthus ambiguus</i>	Large-flowered Plectranthus	Forb
<i>Plectranthus ciliatus</i>	Speckled spur-flower	Forb
<i>Plectranthus ecklonii</i>	Large spur-flower bush	Forb
<i>Plectranthus fruticosus</i>	Forest spur-flower	Forb
<i>Plectranthus saccatus</i>	Stoep jacaranda	Forb
<i>Plectranthus strigosus</i>		Forb
<i>Plectranthus verticillatus</i>	Money plant	Forb
<i>Plectranthus zuluensis</i>	Zulu spur-flower	Forb
<i>Polygala virgata</i>	Purple broom	Forb
<i>Ruellia cordata</i>	Veld violet	Forb
<i>Rumohra adianthiformis</i>	Leather-leaf fern	Forb
<i>Ruttya ovata</i>	Ruttya	Forb
<i>Salacia kraussii</i>		Forb
<i>Sandersonia aurantiaca</i>	Christmas bells	Bulb
<i>Scabiosa columbaria</i>	Wild Scabiosa	Forb
<i>Scadoxus membranaceus</i>	Dwarf paintbrush	Bulb
<i>Scadoxus puniceus</i>	Blood lily	Bulb
<i>Senecio deltoideus</i>		Forb
<i>Sutera floribunda</i>	Kerriebos	Forb
<i>Syncolostemon densiflorus</i>	Pink plume	Forb
<i>Tephrosia macropoda</i>	Creeping Tephrosia	Forb
<i>Tinospora caffra</i>	Orange grape creeper	Creeper
<i>Thunbergia atriplicifolia</i>	Natal primrose	Forb
<i>Tulbachia simmerri</i>	Wild garlic	Bulb
<i>Tulbachia violacea</i>	Wild garlic	Bulb
<i>Vernonia angulifolia</i>	Trailing Vernonia	Forb

PHE-ZULU GAME ESTATE

<i>Vernonia natalensis</i>	Silver Vernonia	Forb
<i>Vernonia hirsuta</i>	Quilted-leaved Vernonia	Forb
<i>Wahlenbergia grandiflora</i>	Giant bell flower	Forb
<i>Watsonia densiflora</i>	Natal Watsonia	Bulb
<i>Zantedeschia aethiopica</i>	Arum lily	Bulb

12.6 CYCADS

SCIENTIFIC NAME	COMMON NAME	PLANT TYPE
<i>Encephalartos ferox</i>	Tongaland cycad	Shrub
<i>Encephalartos natalensis</i>	Natal cycad	Tree
<i>Encephalartos villosus</i>	Poor man's cycad	Shrub
<i>Stangeria eriopus</i>	Stangeria	Shrub

12.7 LAWN GRASSES

SCIENTIFIC NAME	COMMON NAME	PLANT TYPE
<i>Cynodon dactylon</i>	Couch grass	Lawn grass
<i>Dactyloctenium australe</i>	L.M. Grass	Lawn grass
<i>Stenotaphrum secundatum</i>	Buffalo turf grass	Lawn grass

12.8 FOREST UNDERSTOREY GRASSES

SCIENTIFIC NAME	COMMON NAME	PLANT TYPE
<i>Digitaria diversinervis</i>		Grass
<i>Oplismenus hirtellus</i>	Basket grass	Grass
<i>Pseudochinolaena polystachya</i>		Grass
<i>Setaria megaphylla</i>	Broad-leaved bristle grass	Grass

12.9 VELD GRASSES

SCIENTIFIC NAME	COMMON NAME	PLANT TYPE
<i>Andropogon eucomus</i>	Snowflake grass	Grass
<i>Aristida congesta</i> var <i>barbicollis</i>	Spreading three-awn	Grass
<i>Aristida junciformis</i>	Gongoni Three-awn	Grass
<i>Cenchrus ciliaris</i>	Foxtail buffalo grass	Grass
<i>Chloris gayana</i>	Rhodes grass	Grass
<i>Ctenium concinnum</i>	Sickle grass	Grass
<i>Cymbopogon excavatus</i>	Broad-leaved turpentine grass	Grass
<i>Digitaria eriantha</i>	Common finger grass	Grass
<i>Eragrostis curvula</i>	Weeping love grass	Grass
<i>Eragrostis capensis</i>	Heart-seed love grass	Grass
<i>Eragrostis racemosa</i>	Narrow heart love grass	Grass
<i>Eragrostis superba</i>	Love grass	Grass
<i>Eriochloa meyeriana</i>	Black-footed water grass	Grass
<i>Harpochloa falx</i>	Caterpillar grass	Grass
<i>Heteropogon contortus</i>	Spear grass	Grass
<i>Hyparrhenia cymbaria</i>	Boat thatching grass	Grass
<i>Imperata cylindrica</i>	Cottonwool grass	Grass
<i>Melinis repens</i>	Natal redtop	Grass
<i>Panicum maximum</i>	Guinea grass	Grass
<i>Panicum natalense</i>	Natal panicum	Grass
<i>Setaria lindenberiana</i>	Mountain bristle grass	Grass

PHE-ZULU GAME ESTATE

<i>Setaria sphacelata var sericea</i>	Golden bristle grass	Grass
<i>Sporobolus africanus</i>	Ratstail dropseed grass	Grass
<i>Sporobolus fimbriatus</i>	Dropseed grass	Grass
<i>Themeda triandra</i>	Red grass	Grass
<i>Tristachya leucothrix</i>	Hairy trident grass	Grass
<i>Urochloa mosambicensis</i>	Bushveld signal grass	Grass

12.10 WETLAND PLANTS

SCIENTIFIC NAME	COMMON NAME	PLANT TYPE
<i>Aponogeton junceus</i>	Aponogeton	Marginal
<i>Aspilia natalensis</i>	Wild creeping sunflower	Marginal
<i>Centella asiatica</i>	Giant sedge	Sedge
<i>Coix lacryma-jobi</i>	Job's tears	Shrub
<i>Cotula nigellifolia</i>	Staggers weed	Forb
<i>Cyperus dives</i>	Giant sedge	Sedge
<i>Cyperus latifolius</i>		Sedge
<i>Cyperus papyrus</i>	Papyrus	Sedge
<i>Cyperus prolifer</i>	Dwarf papyrus	Sedge
<i>Cyperus textilis</i>	Tall star sedge	Sedge
<i>Dissotis canescens</i>	Pink marsh Dissotis	Shrub
<i>Dissotis princeps</i>	Purple wild Tibouchina	Shrub
<i>Gunnera perperna</i>	Wild rhubarb	Marginal
<i>Juncus kraussii</i>	Matting rush	Marginal
<i>Kniphofia tysonii</i>		Bulb
<i>Laportea peduncularis</i>	River nettle	Marginal
<i>Ludwigia octovalvis</i>	Shrubby Ludwigia	Shrub
<i>Ludwigia stolonifera</i>	Creeping Ludwigia	Shrub
<i>Mariscus macrocarpus</i>		Sedge
<i>Mariscus solidus</i>		Sedge
<i>Nesaea radicans</i>	Marsh Nesaea	Marginal
<i>Nynphaea nouchali</i>	Blue water lily	Aquatic
<i>Nymphoides indica</i>		Aquatic
<i>Persicaria serrulata</i>	Knotweed	Marginal
<i>Phragmites australis</i>	Common reed	Reed
<i>Potamogeton crispus</i>	Wavy-leaved pondweed	Marginal
<i>Potamogeton schweinfurthii</i>		Marginal
<i>Potamogeton thunbergii</i>	Broad-leaved pondweed	Marginal
<i>Pycnostachys reticulata</i>	Slender Pycnostachys	Marginal
<i>Ranunculus multifidus</i>	Common buttercup	Forb
<i>Trapa natans</i>	Water chestnut	Aquatic
<i>Typha capensis</i>	Bulrush	Bulb
<i>Zantedeschia aethiopica</i>	Arum lily	Bulb

13. BIBLIOGRAPHY

- Botha, C. and Botha, J. 1995. Bring nature back to your garden. WESSA. Pinetown.
- Eliovson, S. Wild Flowers of Southern Africa.
- Joffe, P. The Gardener's Guide to South African Plants. Tafelberg Publishers Ltd.
- Johnson, D and Johnson, S. Gardening with Indigenous Trees and Shrubs. Southern Book Publishers.
- Nicolson, G. 2000. Guidelines for landscaping, design, documentation and procedures in development applications. Final Draft.
- Phelamanga Projects, 1996. Report on the KwaZulu-Natal Environment Impact Management Workshop: 2 July 1996. The Regional Economic forum.
- Pooley, E. A field guide to Wild Flowers, KwaZulu Natal and the Eastern Region. Natal Flora Trust, Durban.

PHE-ZULU GAME ESTATE

- Pooley, E. Trees of Natal Zululand and Transkei. Natal Flora Publications Trust, Durban.
- Reid, J. 2000. Butterfly gardening in South Africa. Briza, Pretoria.
- Van Jaarsveld, E. 2000. Waterbesparende Inheemse Tuinmaak. Tafelberg Uitgewers, Kaapstad.
- Van Wyk, E and Van Oudtshoorn, F. 2002. Guide to grasses of Southern Africa. Briza, Pretoria
- Walker, J. Wild Flowers of KwaZulu Natal. Distribution A.B.C. Bookshop, Pietermaritzburg



ARCHITECTURAL DESIGN CRITERIA



(As referred to in the Contract of Sale)

Revised May 2025

- 1. Introduction**
- 2. Appointed Architects**
- 3. Phezulu Review Committee and Submission Procedure**
- 4. Construction**
- 5. General Design Criteria**
- 6. Architectural Ethos**
- 7. Town Planning Control**
- 8. Architectural Controls**
- 9. Landscaping**
- 10. Fencing Policy**

1. Introduction

This document is an annexure to the sales documentation, to provide buyers with a clear understanding of the architectural ethos that is envisaged and to ensure that they comply with the design and submission requirements. The guidelines have been set up to ensure an architectural language that is appropriate and harmonious with the immediate environment of the estate, borne out of a response to the existing regional climate, natural landscape, and a game lodge theme. The developer and the PDRC reserves the right, at their sole discretion, to alter the specifications contained herein.

2. Appointed Architects

To establish a sense of unity and consistency in the PheZulu development, it is important that only the appointed Architects work on the scheme. The Architects have formed a Panel to be called PheZulu Architects for the general (but not specific) purposes of this project. The panel comprises of the practices of Dave Mealin and Walker Smith Architects, (In this document we will refer to the Panel as “The Architects”). Any new project required at PheZulu Game Estate will be executed by the above Architects, including for all planning, designs, detailing and inspections.

3. Phezulu Review Committee and Submission Procedure

The Architects have established a PheZulu Design Review Committee (PDRC) which will scrutinise individual house-plans and strictly ensure that they comply with the pre-determined aesthetic criteria. This Committee will operate according to the criteria that follow in this document. The makeup of the PheZulu Design Review Committee will be at the discretion of the Homeowners Association, and any other personnel such as Engineers, Town Planners etc may be invited onto the Committee as the need arises.

The review procedure consists of 2 stages:

STAGE 1: Design Development Review

A digital version of the developed design drawings is to be sent to the PDRC and HOA for preliminary comment and approval.

STAGE 2: Submission Drawing Review

A digital version of the council submission drawings is to be emailed to the PDRC and HOA to ensure the comments have been considered and any requested changes made. Once the panel is satisfied, hard copies of the drawings can be dropped off for stamping. These will be returned to the Applicant, along with an approval letter. No application will be approved by the Local Authority without the approval letter and plans being stamped by the Committee.

4. Construction & Completion

Owners are advised that construction of their dwellings must commence within 24 months of transfer of the property unless otherwise agreed to by the Developer. Further, owners must *proceed* with construction to achieve completion within a reasonable period as determined by the Architect.

On completion of the build, a copy of all certificates, the approved plan and the final occupation certificate must be handed to the Estate Manager and kept on file in the Estate Office.

5. General Design Criteria

- **Density**
Low to medium density housing, (cluster-houses only in predetermined places as identified for the Phezulu sectional title development). General individual stands of 1400 to 4000sqm.
- **Climate**
Cognisance is to be given to both the macro-climate (KwaZulu-Natal Valley of a Thousand Hills) and micro-climate of the estate. Being a region that experiences hot summer and cold winters, the architectural design must respond accordingly. Furthermore, orientation in regard to sun, wind and rain direction must be taken into consideration.
- **Topography and views**
Most slopes are moderate to steep. The word “Phezulu” is a word of Zulu origin meaning, above, or on top of. This describes the estate which is very elevated and located along the ridge line of the “valley of a thousand hills”. Many sites have extremely good views to the North over the Phezulu Game Estate, and some sites on the Plateau have views to the South over Alverstone. Each design should capitalise on its unique position within the development and the outstanding views.
- **Privacy**
Due to the topography, there is the potential for the privacy of specific plots being compromised by neighbour’s developments. Each design should take cognisance of surrounding buildings and consider suitable yet aesthetically pleasing approaches to maintain neighbours’ privacy. The Design Review Committee and HOA will address any issues as they arise by recommending restrictions on heights, orientation, window-positions, or screening etc to prevent these problems and will make the final decision in the event of a dispute.
- **Sustainability**
The estate requires all designs to respond positively to limit the carbon footprint and impact on the environment as much as possible. All designs are to offer a comprehensive design solution incorporating several sustainable principles. Some examples of these are below:
 - The use of aluminium must be carefully considered.
 - Efforts to reduce electricity usage and harvest rainwater are encouraged.
 - Where possible, the use of timber from sustainable sources and the utilization of local material is encouraged.
 - Homeowners are encouraged to purchase A-rated electrical appliances.
 - Alternative energy sources are encouraged subject to the HOA approval. See 8.18 for Solar policy.

6. Architectural Ethos

The purpose of the Architectural design criteria is to ensure that the homes have similar characteristics and maintain the African ethos and aesthetics of Phezulu Game Estate, being properties that promote a natural game lodge feel.

- **Form**
Curved and organic shapes are required. As far as possible, buildings are to be rooted and camouflaged into the landscape. Fundamentally the intention is for the building to appear to grow

out of their landscape and in this way become one with it. A continuous, interconnected spatial flow between the inside and the outside is encouraged.

- **Roofs**

There are four options:

- Thatch – the thatch must be treated with a SABS approved Fire Retardant spray, re-applied every 7 years.
- Dark grey 'S' (Victorian pattern) profile metal roofs will be allowed. The design should either emulate thatch as closely as possible or be of a curved organic nature.
- Coated metal sheeted panels that emulate thatch in appearance and can cover the curved natural forms of the thatch will be allowed to be used as an alternative to thatch, or to cover existing thatch.
- Flat concrete roofs are permissible, preferably as secondary curved roof elements. Water proofing must be painted with chocolate brown roof paint. If used as primary elements they should be organically shaped, preferably submerged and fully landscaped as “green roofs”.

- **Landscape**

In keeping with the ethos of the estate, indigenous bushveld is envisaged throughout the PheZulu development including on the private plots. As such, exotic plants are not permitted.

- **Material Palette**

A natural palette is envisaged. For example, a combination of stone and rough-plastered walls, thatch, or the approved alternative roof, timber slats, gum poles and timber screens, etc. Some units may be subterranean with roof-gardens. Use of muted, natural shades and an understated colour palette integrates the buildings with the natural environment.





7. Town Planning Control

- **Building Lines**

- 7.5m to all road-frontages subject to relaxation by Phezulu Design Review Committee based on sufficient motivation by applicant.
- 5m side-spaces to neighbours on any side
(This side space regulation is based primarily on the basis of thatch being a minimum of 9m from a neighbouring building. Non thatch buildings can potentially have this distance relaxed at the discretion of the PDRC.)
- 7.5m facing any open spaces or wilderness.

(Garages, patios, roof anchor structures or pergolas may only encroach building-lines on specific approval from the Design Review Committee).

- **Floor Area Ratio**

Refer to individual site constraints. All dwellings shall be limited to 600sqm FAR. Any increase above 600sqm shall only be permitted at the discretion of the H.O.A. and the Local Authority.

- **Coverage**

Refer to individual site constraints.

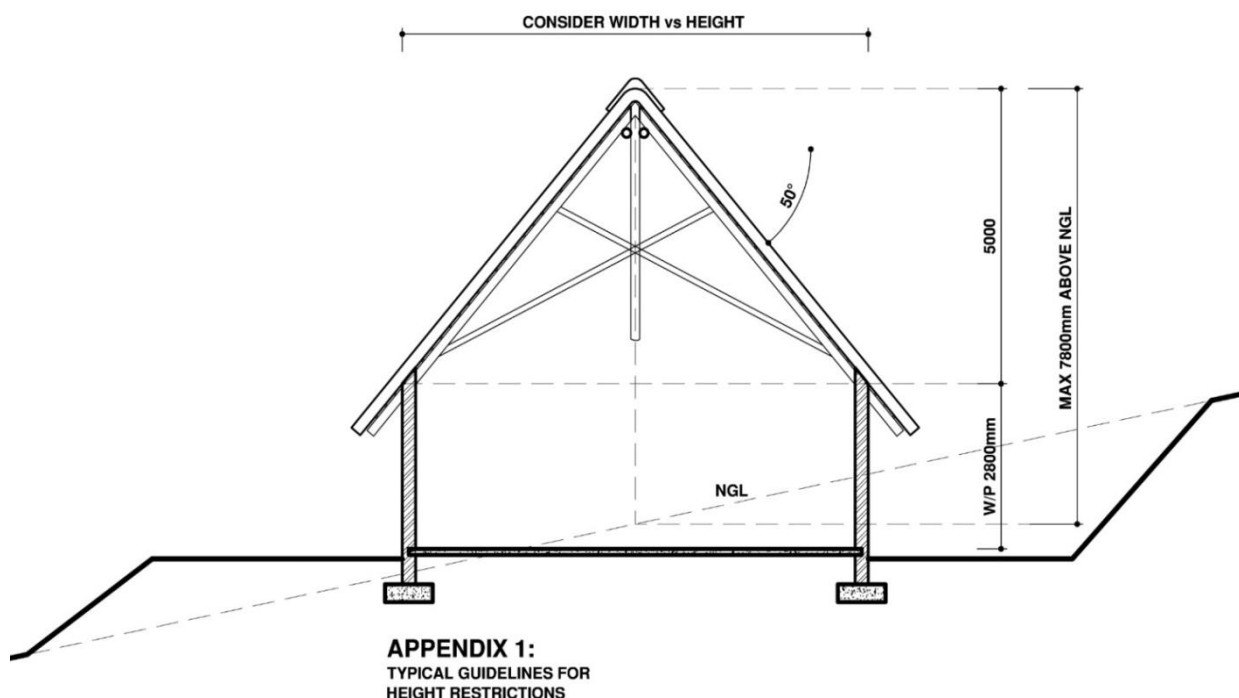
- **Maximum Heights**

Either single storey (max of 7,8m) or double storey (max 10,6m), refer to individual site constraints. No building shall exceed a height of 10,6m above natural ground at any point along the building. Any increase in height may be permitted at the discretion of the H.O.A. and the Local Authority. (Refer to diagram below)

Note that "Single storey" may be defined to include for:

- A house with a loft, provided that the loft is.
 - maximum 25% of the house footprint,
 - within the roof-space, (i.e., the wall-plate is no more than 2.8m above finished floor level),
 - dormer-windows are used.
- A subterranean "cave-house" of two storeys provided that:
 - the subterranean portion is substantially below ground-level,

- the lower level has a fully landscaped roof-garden waterproofed and chocolate brown painted slab,
- that the roof to the upper level is thatched & complies with the rules that follow,



- **Out-Buildings / Servants Quarters**

All freehold sites shall be limited to 1 dwelling per ERF. Any out-building must be linked to the main dwelling with a covered roof otherwise it will be deemed to be stand-alone and shall not be permitted.

8. Architectural Controls

8.1 Forms

Inclusions:

- Curved or random forms, consistent with the game lodge aesthetic.
- These curves can either be convex or concave or a combination of both.
- Courtyards surrounds, patios, balconies, swimming pools, external stairs, retaining walls etc to be fluid and organic shaped. At the discretion of the PDRC and HOA, these elements should contribute to the organic aesthetic.
- Where the plan forms are more rectilinear, other architectural devices are to be utilised to break up the hard straight lines as much as possible.
- Curved roofs that cast strong curved shadows or curved plinth lines and softened, curved corners.
- Changes in wall colour hues and materials such as stone or textured walls are encouraged to break up the hard surfaces.

Exclusions:

- Formal acute geometric or overtly rectilinear forms.

8.2 External Walls

Inclusions:

- A minimum of 25% of the wall space must be stonework on highly visible facades (not including windows and door space). The stone must come from a local quarry. Emphasis of the stonework should be visible from the road and neighbours.
- Colour ranges as per the approved colour chart available at the Estate office. Colours include *Cape Fynbos* – *Plascon Micatex*, *Karoo Land* – *Dulux Weather guard*, *Elephant hide*, *Bleached Bone*, *Warm Sand*, *Depota*, *Simba Mane*, *Zambezi Sand*, *Fired Clay*. Tinted plasters, cement-based colourwashes, Eastcote's, etc are encouraged. Variations of the approved colours are permitted, with approval from the HOA.
- Stone may be either "dry-packed" or raked mortar-pointed, to review committees' approval.
- Plastered walls.
- High-grade paint to rough-textured walls, (i.e., Wall-n-All, 100% Acrylics, etc) to the approval of the PDRC. Tinted plasters, cement-based colourwashes, Earth Coats and natural earthy hues etc.
- Brickwork to be in fired brunt clay construction or cement bricks.
- Rough timber ship-lapped walls (Utilising waneyboard) provided it is stained to the teak colour-range. It is recommended that insulation be installed in all external walls.

Exclusions:

- Face brick or concrete blocks of any colour or texture.
- Any plaster techniques such as "Spanish Plaster" etc...
- Smooth walls.
- Any bright or unnatural wall colours.
- Artificial stone, stone tiles or imitation stone carved plaster techniques.
- Log cabins or wendy huts.

8.3 Columns

Inclusions:

- Tree trunk columns, gum poles.
- Stone or rough plastered pillars.
- Plain round columns. If steel columns are being used, they should be painted charcoal grey in a matt finish.

Exclusions:

- Decorative precast columns or any columns not consistent with the wall finish.

8.4 Doors and Windows

Inclusions:

- Timber doors or windows with a natural "teak" colour.
- Bronze or charcoal grey powder coated doors or window frames.
- Internally mounted charcoal grey burglar bars are permitted at the approval and discretion of the PDRC.
- Large expanses of glass are encouraged.
- Carved timber doors with African designs.

Exclusions:

- Steel door or window frames.
- Aluminium doors or windows in any colour other than bronze or charcoal grey powder coated.
- Cottage pane windows.
- Any timber stain that does not achieve a colour inconsistent with the overall theme.
- Bright painted doors or window frames.
- Tinted, reflective or coloured glazing.
- External burglar- guards or Trellidoors.
- Ornamentation.

8.5 Blinds

Inclusions:

- Natural toned canvas and bamboo blinds to PDRC's approval.
- External louvres if required by energy conservation consultant, if approved by the PDRC.

Exclusions:

- Shiny aluminium blinds.
- Bright colours.

8.6 Balustrades

Inclusions:

- Timber balustrades with vertical slats in planed-sections, natural or stained teak.
- Timber balustrades in rough or raw wood, (with or without bark) with vertical slats.
- Aluminium balustrades bronze anodised or charcoal grey, with vertical slats.
- Timber or bronze aluminium railing (as described above) with stainless steel horizontal cables as infill.
- Curved glass balustrade following the curvature of the veranda / balcony edge. Fixing to be concealed as far as possible. If exposed, fixings to be steel or powder coated aluminium in bronze or charcoal grey.

Exclusions:

- Steel, precast concrete or aluminium balustrades in any colour other than bronze.
- Painted balustrades.
- Regarding glass balustrades, faceted framed glazing panels will not be permitted.
- Victorian "criss-cross" balustrades or any geometric patterns or horizontal rails.

8.7 Roofs

Thatch:

- The thatch must be a minimum of 175 mm thick, and the grass must be Indigenous such as Hyparrhenia herta or similar.
- Undulating, horizontal lines are permitted in the thatch roof. (To be approved by the PDRC)
- Thatch roof pitches must be a minimum of 45 degrees and a maximum of 55 degrees.
- Gables that are glazed may be permitted if acceptable to the PDRC. They should not however dominate the roof form. Hips are preferred.
- Thatch eaves must overhang a minimum of 500mm.
- PDRC approved ridge capping and skylight detail.
- Velux-type roof lights and skylights within the ridge capping are permitted with approval.
- Dormer windows may be permitted with approval.
- The thatch must be treated internally and externally with a suitably evaluated and SABS approved Fire Retardant System.
- Roof drenching systems will be permitted. A fire rated PVC pipe should be used. The colour must be dark brown and must be approved by the PDRC and HOA.
- It is imperative that the thatch is maintained; hence Owners are required to maintain their roof by professional combing a minimum of every 7 years. This requirement may be varied on specific roofs at the discretion of the Design Review Committee.
- No facias or gutters are permitted for thatch roofs. Curved facias to match roof colour are preferred where a sheeted roof is being used.

Thatch tiles:

- Harvey Thatch Roof tiles, or equally approved thatch tile may be used. Must be installed as per the manufacturer's guidelines.
- **Roof tile must be grey** as per the example in the Estate office.
- Roof pitch must be a minimum of 45 degrees and a maximum of 55 degrees.
- Roof eaves must overhang a minimum of 500mm.
- Gables that are glazed may be permitted if acceptable to the PDRC. They should not however dominate the roof form. Hips are preferred.
- Dormer windows may be permitted with approval.
- Velux-type roof lights and skylights within the ridge capping are permitted with approval.

Please be aware that covering thatch with Harvey Tile, or similar, may affect your ability to secure insurance for your home in the future. The HOA urges all homeowners contemplating alterations to engage with your broker or insurance provider. It is crucial to seek professional advice to understand the potential implications on your insurance cover before making a final decision and incurring costs.

Flat Concrete Roofs:

- Flat concrete roofs must be kept to a maximum of 35% of the total coverage unless planted and landscaped.
- As far as possible, flat roofed elements to be curved and organically shaped to enhance the overall design aesthetic of the estate.
- Flat roof houses are not permitted as a major architectural form, unless organically shaped, preferably submerged and fully landscaped as "green roofs".
- Roof top indigenous gardens are encouraged and preferred. Alternatively, the slab to be waterproofed and painted with chocolate brown roof paint.

Metal Sheetting:

- Recommended minimum specification: 0.55mm AZ150 Zincal or 0.58mm Z200 Zinc-coated S-profile corrugated roof sheeting.
- Colour- **Thunderstorm** to be used on the roof planes. This colour was approved in May 2025.
- Roof sheet example can be viewed at Estate office.
- Roofs to be hipped to emulate thatch, or curved sheets may be used where appropriate.
- Roof pitch to be minimum 40 degrees where a straight pitch is used.
- Roof ridge to be cranked to emulate the concrete ridge capping of thatch.
- Roof eaves must be undulating and curved to mimic thatch. Straight eaves will not be permitted.
- No gutters are permitted.
- Fascias are permitted and must follow the undulating eaves. Fascias to painted to match the roof colour.
- No gables will be permitted with a sheeted roof.
- Eaves must overhang a minimum of 400mm.

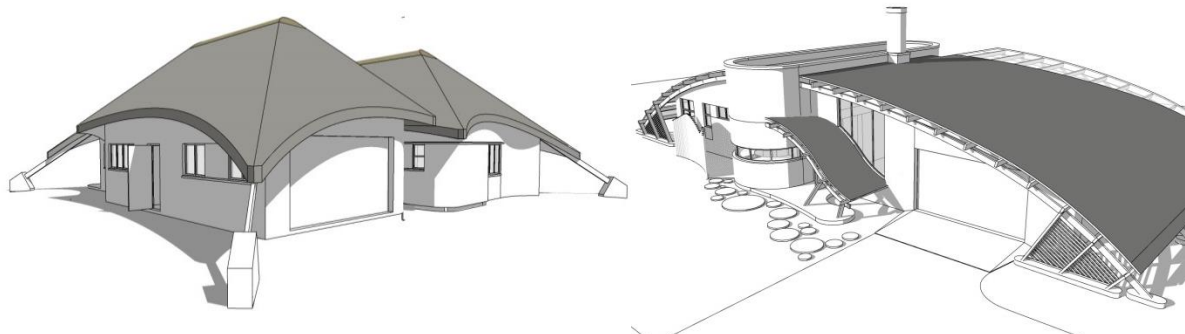


Fig 1&2: Various metal roof configurations in keeping with the curved, organic nature of the estate.

It is understood that when using metal sheeting as the roofing material, the primary support walls may be straight. In this case, the majority of non-supporting external walls and building elements are to be organic and curved to reinforce the organic architecture of the estate. This includes all screen walls, flat roof elements, courtyard surrounds, retaining walls, balconies, patios, landscaping edges etc.

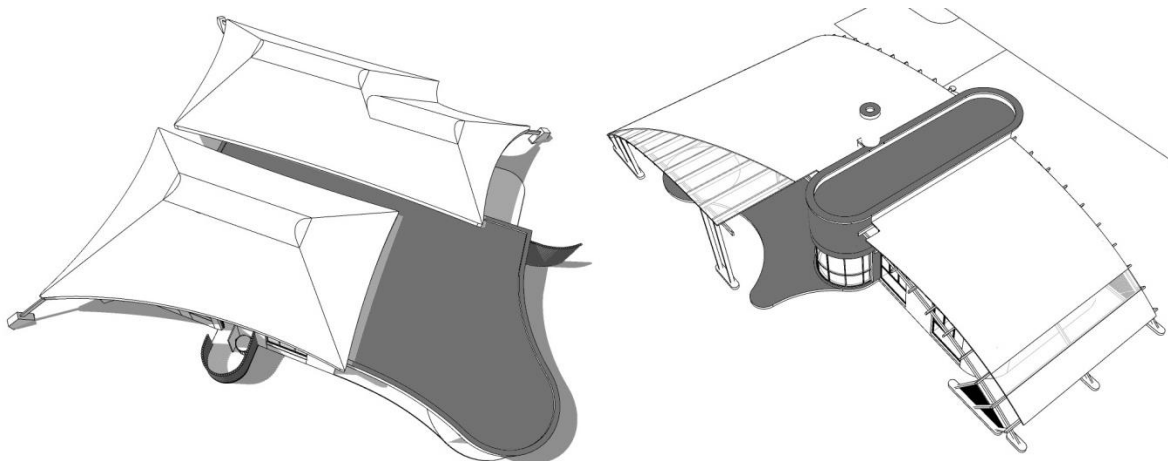


Fig 3&4: Concrete slab elements are curved and organically shaped.

8.8 Chimneys

Careful consideration must be given to the detail of the chimney where it exits, in particular, to the thatch roof. There are insurance implications, and the design thereof needs to be in accordance with the insurance company's stipulations.

Inclusions:

- The chimney must be minimum of 1.2m higher than the thatch at its highest exit point.
- Flues must be fibre cement or similar.
- Cows are permitted. Must be black / charcoal in colour.
- Stone clad, organically shaped chimneys are preferred.
- Spark arrestors must be installed in each chimney and must be accessible.
- When designing the chimney consideration must be made to allow that the spark arrestor can be removed, cleaned, and replaced with ease to prevent birds from nesting in the chimney.
- The spark arrestor must be placed 750mm below the chimney opening and made of stainless-steel mesh. 1mm thick and have 10mm x 10 mm holes in it.

Exclusions:

- Metal flues are not permitted due to lightning.

8.9 Fire Regulations

Inclusions:

- There must be a step up from the garage to any interleading doors to the house.
- A fire rated door must be fitted between the garage and the house in accordance with the National Building Regulations.

When using thatch, the following additional regulations apply:

- All kitchens must have a concrete slab as a roof.
- All garages to have a concrete slab as a roof.
- A Rational Fire Design must be issued for each house and submitted with the plan.
- All houses must be fitted with fire hose reels in accordance with SABS 0400 requirements and the rational fire design, and as recommended by the PDRC and HOA.
- All fire equipment must be serviced annually.
- The thatch roof must be treated with a SABS approved fire retardant spray.
- The fire-retardant spray must be re-applied to the roof every seven years and the guarantee must remain current.
- Fire extinguishers must be positioned around the house in accordance with the regulations.

Recommendations:

- Fire blankets are normally required by your insurance company.
- Electrical junction boxes must be more than 1m from the thatch.

Exclusions:

- Lightning conductors (masts) are not permitted.

8.10 Deck and Patios

Inclusions:

- Natural stone or slate materials.
- Tinted concrete, with natural-coloured organic pigments.
- Ceramic tiles of natural colours approved by the PDRC and HOA.
- Timber decks are encouraged provided they are natural timber coloured, and they are either hardwood such as balau or that they are suitably treated.
- A maximum of 10 % of the property may be paved without the permission of the PRDC and HOA.

Exclusions:

- Bright or light-coloured tiles
- Bare concrete floors.

8.11 Driveways

Inclusions:

- Dusi-gravel may be allowed only on gradients up to 1:15.
- Natural coloured, including charcoal, concrete cobbles/brick paving.
- Precast concrete "grass blocks".
- Erf 110 - Erf 117 may only use grass blocks for their driveways.
- Kerbs may be in precast "mini-kerbs", treated log-rolls, natural stone, or railway sleepers.
- Natural coloured concrete strip driveways with grass in between by approval of the PDRC and HOA.

Exclusions:

- Premix or chip & spray.

8.12 Carports

Inclusions:

- Carports are to be treated as a pergola complimenting the design and must be in keeping with the architectural character of the estate. Carports to provide suitable screening to reduce the visibility of cars / reflections off windscreens.
- Carports may only be constructed with stone clad columns or gum poles and 38mm thatching latts used as a pergola, with or without clear polycarbonate sheeting under the latts by approval of the PDRC and HOA.

Exclusions:

- Any Chromadeck carport unless it is integrated into the roof design of the house and the sheeted roof and acceptable to the PDRC.
- Timber sheds.

8.13 Screen Walls and Retaining Walls

Inclusions:

- Screens are to be approved by the PDRC and HOA.
- Screen walls should match the construction of the house.
- Indigenous hedges. (Approved plant list)
- Retaining walls in "Loffelstein" or equivalent may be used provided that a sustainable creeper is planted and maintained. (e.g., Asystasia)
- Any wall higher than 2m must be terraced, if visible from the road or neighbouring sites. To the discretion of the PDRC and HOA.
- Stone-clad or plastered retaining walls to match the dwelling.
- Gabions may be used to retain on condition that the same rock used to clad the house is used to fill the baskets.

Exclusions:

- Precast concrete walls.
- Steel, concrete or palisade fencing.
- Bonnox or any other form of wire fencing.
- Thatch fencing.
- Rubble may not be used to fill gabions.

8.14 Services

Inclusions:

- All services to be kept out of primary views.
- All plumbing to be chased into the walls or concealed in ducts as far as possible.
- Exposed pipes must be painted the same colour as the walls or suitably screened.
- Surface services are to be made as inconspicuous as possible at the discretion of the PDRC and HOA.
- Distribution boards, meter boxes etc to be either inside or concealed.
- We recommend that all houses run a conduit from the road to the house for a fibre optics cable.
- TV aerials and satellite-dishes positioned as discretely as possible, within reason, and at the discretion of the PDRC and HOA.
- All dishes must be painted the same colour as the house.

- All A/C installations to be approved by the PDRC and HOA. Air-conditioning units must be installed on ground level and screened in such a way that they are not visible from the road, open space or adjacent properties. Ideally these units should be installed in service yard areas, below the height of the courtyard walls.
- Balau screens to be used to hide services.
- All surface trunking to be chased or screened, to be as inconspicuous as reasonably possible.
- Washing lines are to be concealed behind screen walls at the discretion of the PDRC.
- All machinery (pool pumps, generators, air- conditioners etc) to be inaudible and invisible.
- Whirley Birds are permitted to be fitted in roofs to assist with circulation at the discretion of the PDRC and the HOA.

8.15 Lighting

Inclusions:

- External house lighting is to be shaded such that the illumination is not emitted horizontally with low impact lighting.
- Soft warm globes must be used.
- Lights to be low energy (LED) bulbs wherever possible.
- Good examples can be seen at Erf 102, 142 & the gate house.

Exclusions:

- Horizontal external lighting.
- Spotlights, unless specific approval is sought from the PDRC and HOA.
- Bright white globes.

8.16 Swimming Pools

Inclusions:

- Swimming pools must be secured in accordance with the National Building Regulations and the Phezulu Conduct Rules. To be approved by the PDRC and HOA.
- Steps to be designed in such a way that should an animal get into the pool; it will find its way out.
- If a swimming pool is to be heated, it should be through Geothermal/heat pump/solar means.

Exclusions:

- Portable swimming pools.

8.17 Signage

Inclusions:

- House names and numbers must be kept to within the theme and ethos of the Estate and approved by the PDRC and HOA.
- All homes must be numbered without exception.

8.18 Solar panels

Inclusions:

- The use of roof mounted solar panels to generate electricity is supported, subject to the type and placement of the panels being approved by the Review Committee.
- Solar panels must be flush mounted to the roof or if freestanding must be concealed behind screens and all piping shall be concealed. In the case of flat roofs, the panel must be concealed by a suitably designed parapet or screens.
- The panels must be mounted in neat rows and in the same orientation.
- Solar panels/frames may not display any stickers or advertising.
- Solar panels should be charcoal or black in colour. Thin aluminium frames will be permitted; however, the frame colour must be charcoal or black.

Exclusions:

- Any frame colours other than those stipulated is not permitted.
- No reflective solar panels shall be allowed. The product material shall be of such a nature that reflection into neighbouring properties is prevented.

8.19 Rainwater Harvesting

Inclusions:

- The harvesting of rainwater is encouraged by the Review Committee.
- In the case of thatch roofs, submerged storage tanks for the harvesting of rainwater from the gravel apron should be considered.
- All tanks above ground should adhere to the following design guidelines:
- All tanks must be completely screened so as not to be visible from the road or open space, or placed within a structure that forms part of the architecture of the house.
- Tanks to be beige or grey/ charcoal in colour or preferably painted in the same colour as the house, if appropriate. (Jojo tank colours permitted: Winter grass / Cloudy Grey/ Stormy Sky / Sandstone).
As far as possible and practical water tanks should be concealed.
Where sheeted roofs are used, matching corrugated rainwater tanks will be considered by the PDRC.
- Tanks must be mounted as close to the downpipe as possible in order to avoid long suspended piping leading to the tank.

Exclusions:

- Portable swimming pools

9. Landscaping

Indigenous bushveld is intended throughout the PheZulu development including on the private plots. All exotic forests to be felled in time, (some may remain for landscaping reasons whilst the indigenous trees reach maturity). Several substantial stands of trees exist in places (e.g., river-valleys) as well as a number of highly ordered tree-lined avenues. All indigenous trees on private plots of land are to be catalogued by IndiFlora and surveyed for inclusion on purchasers' site-plans and may not be felled unless approved to by the Design Review Committee and its Environmentalist. Exotic plants are not permitted. Lawns are to be indigenous, namely "Cynodon", "Buffalo", "Kearsney", or "Berea" grasses.

Any outdoor elements such as benches, sculptures, decorative garden elements, pots shall conform to the general character of the Estate, unless entirely hidden from view.

A general landscaping description is required on all drawings for the PDRC approval and submission. Owners will need to submit their indigenous landscaping-plans to the Design Review Committee within 6 months of the commencement of construction. Owners will further need to satisfy the Design Review Committee that their landscape plans are sustainable, and that they have a maintenance plan in place.

10. Fencing Policy

Application may be made to the PDRC and the HOA to erect a permanent post and rail fence to secure the back of their property. The intention is to provide a safe place for children to play or an area of garden that will not be easily accessible to the game. Fencing must comply with the following:

- The fence may only be erected at the back of the property and must be visibly screened from the road.
- The 5m servitude must be kept between the fence and the property boundary for the animals to traverse freely between the properties.

The type of fencing permitted is “Post and Rail” as described as follows:

The Vertical Poles:

- 150mm in diameter CCA treated poles must be used.
- 1.5m above the ground and spaced approx. 1.8 m apart.
- The poles may be cemented in.
- The poles cannot be varnished or painted and must be left natural.

The Horizontal Rails:

- Between 50- 75mms in diameter intengu CCA treated poles must be used.
- You must use two horizontal poles: one at or near the top of the vertical pole and the other halfway up.
- The poles cannot be varnished or painted and must be left natural.
- Shrubs must be planted to soften the effect of the fence.
- Small wire mesh may be fitted in between the poles to ensure a child cannot get in through the fence.
- The fence must be incorporated into the landscape plan.

Note: The fencing described above is not a compliant pool fence as per the National Building regulations and is only to be used for the purposes described above.

NOTE: The Developers, the Phezulu Design Committee and the Homeowners Association retain the right to amend and revise these Design Criteria documents at their discretion in the best interest of the Estate

Address and Erf: _____

Full Name of Purchaser/ Tenant: _____

Signed at _____ on the _____ day of _____ 20__

Witness

Signed at _____ on the _____ day of _____ 20__

Witness

Signed at _____ on the _____ day of _____ 20__

Witness



CONDUCT RULES

Updated on the 21 July 2022

Full Name: _____ **Erf no:** _____

PHEZULU GAME ESTATE

CONDUCT RULES

PREAMBLE

Rules that govern the conduct of members and residents of, and persons on PheZulu Game Estate will be found in various documents:

Your attention is drawn to:

1. The Conduct Rules (which may, from time to time be called the House Rules and which may from time to time be altered, amended, supplemented, or deleted)
2. The Articles of Association
3. Your Sale Agreement
4. Your Title Deeds
5. The Architectural Guidelines
6. The Landscaping Guidelines

All of which contain terms and conditions designed to harmonise the use and enjoyment of the Estate.

INTRODUCTION

The Articles of Association provide, inter alia, that the persons entrusted with the day-to-day affairs of the Estate; namely, the Directors of the Association, shall be entitled, from time to time, to make rules for the management, control, and administration of the Estate.

So as to ensure compliance with those rules they are empowered to establish a system of fines or other penalties.

It is an object of the Association that the provisions of these rules shall be binding upon all members and, insofar as they may be applicable to all persons occupying any unit by, through or under a member, whatever the nature of such occupation and, without wishing to be restricted by the foregoing, any other person in attendance on the Estate.

A. PERSONS AFFECTED

All members of the Association, their families, employees, invitees, visitors, lessees, contractors, and service providers; whether as such actively, passively or by default, will be bound by these Rules, and the members shall be responsible for their conduct.

B. VEHICLES

1. No person shall drive any vehicle on any road within the Estate in excess of **30 (thirty)** kilometers per hour, unless indicated otherwise by a sign.

The Association may vary a speed limit either temporarily or permanently.

2. No person shall drive any vehicle at any place within the Estate except upon the roads as indicated on the general plan of the Estate
3. All vehicles shall keep to the left-hand side of the road.
4. The Association may by means of appropriate signage, which from time to time it may in its sole discretion alter, give such directions as to the use of roads or any portion thereof, as it in its discretion may deem fit.
5. Signs shall, insofar as is possible, be in accordance with the International code of road signs currently in force and failure by any person to obey the same and give effect to such meaning shall constitute a breach of these rules.
6. No person shall use any road within the Estate in such a manner as to constitute a danger or nuisance to any other person or property within the Estate.
7. No person shall operate any vehicle at any place within the Estate unless he is the holder of a valid current driver's license, and the vehicle is licensed under the Road Traffic Ordinance, unless permission is granted by the HOA.
8. Right of way within the Estate shall be given to pedestrians and wildlife at all places and at all times.

9. No persons shall ride a bicycle, tricycle, or any other vehicle, whether powered or otherwise, within the Estate where the Association has expressly indicated by signs that the same is prohibited.
10. No vehicle shall enter or leave the Estate at any point except at the main entrance gates, other than with the consent of the Association.
11. No vehicle shall enter the Estate unless the vehicle is driven by a resident who has access to the Estate via the facial recognition camera through the boom, or a guest who has been granted permission via the OPENITEM App.
12. Only Phezulu Estate Property Owners, their immediate family or Lessees of the Phezulu Property Owner may be loaded on to the OPENITEM system to access the Estate other than with consent from the HOA.
13. No vehicle having a gross weight in excess of 12 tons shall be permitted to enter the Estate except with the prior written approval of the Association, who may grant approval on such conditions as it may see fit.
14. No person shall operate any vehicle in the Estate while he is under the influence of alcohol or any drug which may in any way impede his ability to properly control such vehicle.
15. No person shall ride a skateboard or any other similar device on any road within the Estate.
16. No person shall store, park, or leave unattended any vehicle at any place in the Estate except:
 - a. In a structure designed for use as a garage.
 - b. In any area designated for such purpose by the Association by means of an appropriate sign.
17. No member shall park or allow to be parked outside a designated garage, more than one vehicle.
18. No caravans shall be brought onto the Estate except with the written consent and subject to such conditions as may be laid down by the Association.
19. No helicopter or any other means of aerial conveyance may be landed at any place on the Estate except with the written consent of and subject to such conditions as may be laid down

by the Association; save that a helipad will be provided for use by members on the neighboring property Erf 5, Assagay.

20. For the purpose of these rules' "vehicle" shall mean a vehicle as defined in Section 1 of the Road Traffic Act, 29 of 1989; save that motorcycle's under 200cc in engine capacity are specifically excluded; and save further that, the Association may exercise its discretion and grant consent to the inclusion, subject to conditions that it will impose, be allowed.
22. Visitors motor bikes and trailers must be parked at the Office. Only Residents are permitted to ride their off-road motor bikes from their property to the gate and back.

C. OPEN SPACES, CONSERVATION ESTATE and GAME RESERVE

1. No person shall in any way and anywhere in the Estate disturb, harm, destroy or permit to be disturbed, harmed, or destroy any wild or domestic, terrestrial, or aquatic, animal, insect, reptile, or bird.
2. No person shall anywhere in the Estate disturb, damage, destroy or collect any plant material, whether living or dead, save with the consent of or on the instructions of the Association; save further that, the provisions of this rule shall not apply with respect to the exercise by any person or any right granted to him by virtue of an agreement with the Association in regard to any area allotted to such person as an area of exclusive use and enjoyment.
3. No person shall:
 - 3.1. Light any fire at any place upon the Estate other than at a place designated for that purpose by the Association; provided however that, where such fire is to be lit outdoors, due regard shall be had to the prevailing weather conditions.
 - 3.2. camp or picnic upon any place in the Estate other than at a place which has been specially designated for such purpose by the Association.
 - 3.3. discard any litter or any item of any nature whatsoever at any place in the Estate except in such receptacles as provided and, in such places, as may be set aside for such purpose and designated as such by the Association.

- 3.4. use any open space within the Estate in any manner which may unreasonably interfere with the use and enjoyment thereof by any other persons within the Estate or behave in such a way as to create a nuisance to any other persons on the Estate.
- 3.5. use, or conduct himself upon any open space within the Estate in such a manner as may reasonably in the opinion of the Association, detrimentally affect the use of such open space or any of the amenities thereon.
- 3.6. plant any plants, shrubs, bushes or trees within the Estate's Open Spaces, Conservation Estate and Game Reserve unless the same has been approved of by the Association.
- 3.7. Enter into or travel in the Game Reserve other than in accordance with the controls laid down by the Estate Manager.
- 3.8. No person is permitted to enter the Game Reserve if they have not attended an orientation course arranged by Estate Management.
4. The Association shall be entitled to prohibit access to any part of the open space if it deems it desirable to do so for the preservation of the natural flora and fauna, or for any other reason whatsoever, and no person shall enter any such area without the consent of the Association. Such areas shall be demarcated by suitable stakes and signage.
5. All trails and paths within the Estate shall only be used by pedestrians save where the Association designates otherwise.
6. The Association may enter into an agreement on such terms and conditions as it may deem fit with a member granting that member the exclusive use and occupation of a specific area within the Estate and no person shall in any manner whatsoever disturb or interfere with such member in the enjoyment of such rights of exclusive use and occupation.
7. No person shall within the area of the Estate discharge any fireworks or firearm as defined in the Arms and Ammunitions Act No. 75 of 1969, or any dangerous weapon as defined in terms of the Dangerous Weapons act No. 71 of 1988, except in self-defense or within an area specifically approved for such purpose by the Association, or with the express written approval of the Association.

8. No person shall cause a nuisance of any nature in the Estate and shall at all times observe the provisions of the environment policy determined for the Estate.

D. PONDS, STREAMS AND WATER FEATURES

1. No person shall launch upon any pond or stream in or on the boundary of the Estate any craft of any description powered in any way, save with the prior knowledge and written consent of the Association.
2. The Association, acting in its sole discretion, shall subject its consent to such conditions as the Association may deem fit.
3. No person shall swim in any pond or stream in or on the boundary of the Estate.
4. No person shall without the written consent of the Association catch, take or remove any fish, live bait or crustaceans from any pond or stream in or on the boundary of the Estate, unless specifically permitted to do so subject to such conditions as the Association may impose.
5. No person shall pollute or permit the pollution of any pond or stream in or on the boundary of the Estate by any substance which may in any manner be injurious to any plant or animal or which may in any way be unsightly.
6. No person shall dam or obstruct in any way whatsoever any stream or water feature in or on the boundary of the Estate
7. No person shall discard any litter or any article of any nature whatsoever in any pond or stream in or on the boundary of the Estate.
8. No person shall alter the flow of water within any watercourse, furrow, servitude, stream, or water feature.

E. DOMESTIC REFUSE

1. The removal of domestic and or other refuse shall be under the control of the Association. Any changes will be notified, in writing, to all persons concerned.
2. The refuse must be disposed of as follows:
 - i. Black Bags – General Garbage (Supplied by eThekweni every 3 months)

- ii. Orange Bags – Paper and Plastic (Supplied by eThekwini every 3 months)
 - iii. Blue Bags – Garden Refuse (You will need to purchase these from your local supermarket as these are not supplied)
 - iv. Clear- Glass and Cans (Supplied by eThekwini every 3 months)
3. Residents must purchase large green refuse wheelie bins to protect the refuse from the monkeys. The bins are to be placed on the verge either on a **Tuesday afternoon at 3pm or at 7am on a Wednesday morning**. If you miss the collection time you will be required to keep the garbage in your own allocated area.
 4. No person shall keep any refuse within or outside his unit except in the containers stipulated by the Association.
 5. Containers and plastic refuse bags shall not be kept in any place outside any unit; whether or not it may be seen from outside the grounds of such unit except in such places as may be specifically set aside therefore or as may be approved by the Association from time to time; Where in the opinion of the Association any item of refuse is of such a size or nature that it cannot be conveniently removed by the refuse removal service provider engaged by the Association, the Association may give the person wishing to dispose of such litter such directions for its disposal as it may deem fit.
 6. In such event of any person wishing to dispose of any animal carcass he shall notify the Association. The disposal of any animal carcass shall be arranged by the Association who will dispose of the same in such a manner as they may deem it and at the cost of the person so requesting removal, which costs shall be added to the member's levy payment for the month in which such removal takes place.

F. ANIMALS, BIRDS AND REPTILES

1. Subject to the absolute proviso that no cats or dogs may be kept in the Estate, no animals, birds or reptiles or pets of any sort may be kept on any property or any other place within the Estate without the prior written consent of the Association and subject to such conditions as the Association may impose. The Association shall be entitled, at its own discretion, to withdraw such consent at their discretion by giving notice to that effect. All pets shall be

restricted to the grounds of the unit to which they belong. All pets are to be registered with the Association on the form specifically designed for this purpose together with a clear photograph of the pet and relevant statutory inoculation certificates.

2. In the event of any animal being introduced into the Estate, the Association may call upon the owner thereof immediately to remove such animal, and in the event of the owner failing to do so, the Association may entirely at its own discretion destroy such animal or impound it and facilitate its removal from the Estate by such means as it may deem fit, and recover the costs thereof from the member concerned without prejudice to its right to recover any penalty imposed in terms of these rules.
3. No person shall slaughter any animal, bird or reptile nor cure or hang up to dry any meat, fish, skin or carcass or any part thereof within the Estate.

G. VISITORS

1. Visitors are not permitted to enter the Estate with any animal. Domestic or otherwise.
2. Visitors may not access the conservation area either on foot or in a vehicle, without a Phezulu resident who has attended the official Phezulu orientation course and signed a Phezulu Estate indemnity Form.
3. Access for visitors must be arranged via the OpenItem Access System, as stated in Section U of the Phezulu Game Estate Conduct Rules. (see below)
4. If an Estate Agent has been given permission to enter the Estate by a Homeowner for the benefit of showing a house that is for sale, the agent and the client must each be in possession of an access code and a valid drives license which will be scanned. The agent must accompany the client the entire time they are within the Estate.
5. The Residents are to ensure that all service people, including plumbers, handy men, electricians, delivery staff etc.... must be informed that the Estate has a "No ID No Access" policy before they arrive at the gate.

H. OCCUPATION OF DWELLING UNITS

1. The maximum number of persons permitted to occupy any dwelling within the Estate shall be the number of bedrooms in such dwelling multiplied by two.

2. Notwithstanding H.I. the Association may after written application allow more than the maximum numbers of persons to be accommodated in such unit or access to the Estate.
3. Everybody in the Estate must observe the “quiet hours” curfew from 22h00 to 06h30. At weekends lawn mowers may only be used on the Estate on Saturday from 08h00 until 14h00 and not at all on Sundays.
4. In the event that a Member intends holding a social gathering that is expected to generate noise, the Member shall notify the Association in advance of his intention to hold the gathering, its nature and possible duration and subject to the approval of the Association and reasonable advanced notice to members generally. The Member may then proceed to hold the gathering.
5. 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 area designated for such purpose. Any such items placed in any other place may be impounded by the Association and may be reclaimed by the owners from the Association who may invoke the penalty as set out herein.
6. No person shall keep anywhere in the Estate any inflammable substance provided however that this rule shall not apply to the keeping of such substances and in such quantities as may be required for domestic use.
7. Where any lot or unit is owned by more than one person, the co-owners concerned shall elect one of their numbers as the Liaison Officer for the unit concerned and shall notify the Association of the name and address of such Liaison Officer.
8. No open fires to be lit under thatch. Including verandas and covered patios.
9. Fire Pits may only be constructed 25m away from a thatch roof.

I. LETTING

1. No member shall let or otherwise part with occupation of his property, whether wholly or in part, temporarily or otherwise, unless-
 - 1.1. They enter into a written lease agreement with such prospective tenant or Occupier on such terms and conditions as will appear in the standard form lease agreement approved by the Association from time to time, which shall record, inter alia:

- 1.2. that they have agreed with the prospective tenant or occupier as a stipulation in favor of the Association that such tenant or occupier shall in all ways be bound by these Rules, any amendments thereto and of the Articles of Association.
 - 1.3. they have included a condition in such Lease Agreement that the Association shall have the right to unilaterally terminate such Lease, without the necessity of reference or notice to them, when their tenant or occupier has committed a breach either thereunder on in terms of these Rules or the Articles, and after being given due notice by the Association to remedy such breach, has neglected, refused, or ignored such notice.
 - 1.4. they have obtained the Association's prior written consent to conclude such Lease Agreement with his prospective tenant or occupier.
2. No member shall part with occupation of his property unless, prior to giving such occupation the member submits to the Association a draft copy of the proposed agreement, together with any other information in respect thereof which might be required by the Association and has obtained the written consent of the Association to conclude such lease agreement; provided-
 - 2.1. The Association's consent will be withheld if the Association, in its discretion considers:
 - 2.1.1. The provisions of Rule I 1.1 has not having been fully complied with.
 - 2.1.2. The Association has interviewed the prospective tenant; and,
 - 2.1.3. The terms and conditions of such lease agreement do not adequately cover the Association's rights to terminate such agreement in terms of the provisions of Rule I 1.4.
3. The Association shall be entitled to withdraw any consent granted under Rule I 1.4 if the member neglects or refuses to furnish the Association with a copy of the duly signed and stamped lease agreement and/or the same materially differs from that submitted to the Association for its approval under Rule I.1.4

4. The member shall set up an appointment with the Estate Manager to interview the prospective tenant and go through the documentation to ensure it is all correct prior to the tenant being granted access via the OpenItem system.

J. MAINTENANCE OF PROPERTY

1. Every member shall maintain their property, including the garden and thatch for the purposes of ensuring that his property is kept in good condition.
2. A member who contravenes the provisions of this Rule and who, after due notice has been given to him by the Association of the fault or omission, fails to rectify repair or remedy the same, shall be liable to pay any costs incurred by the Association in rectifying, repairing, or remedying such fault or omission. In giving effect to this Rule J.1. the member may not refuse the Association or its duly appointed agent or employees' entry into his property for the purposes of carrying out the provisions hereof.
3. No member shall deviate from the restrictions imposed by the Association relating to compliance with the nature and amenity of the Estate and shall be obliged to adhere strictly to the requirements, terms and conditions relating thereto.

K. CONSTRUCTION OF DWELLINGS, ALTERATIONS AND EXTENSIONS

Any member proposing to erect or build any dwelling unit or other structure, or to alter or extend his unit, shall follow the process laid down in the Architectural Design Criteria set by the Developer and adopted by the Association.

L. DOMESTIC SERVANTS

1. No member shall be entitled to employ a domestic servant without the prior written consent of the Association.
2. Such member wishing to employ a domestic servant shall submit to the Association such person's full names, current physical address, whether the domestic is to live in or out, duration of employment if currently employed by the member, reference where possible if to be employed for the first time and all particulars relating to such proposed employment as the Association might deem necessary in order for it to grant its approval.

3. The Association shall be entitled to withhold its consent where it is of the opinion that the proposed domestic servant is either unsuitable or would involve a security risk if employed within the Estate.
4. In granting its consent, the Association may in addition may impose certain terms and conditions relating to the domestic servant's employment, where it deems such imposition necessary.
5. The Association shall at any stage after approving the employment of a domestic servant, subject to its compliance with any statutory laws and practice which might be in place from time to time withdraw its consent and request the member to terminate the employment of such domestic servant, provided: -
 - 5.1 the Association may itself give notice to any domestic servant who fails to comply with these Rules, to attend a disciplinary meeting as contemplated by the labour relations legislation.
 - 5.2 the Association, if having complied fully with the provisions of any labour relations legislation, shall be entitled to dismiss such domestic servant from the employment of the member.
6. A member may employ more than 1 (one) domestic servant, provided that and subject to the request of the affected member, and the consent thereto of the Association to vary the following, only 1 (one) such domestic shall be entitled to "live-in" on the property.
7. A member shall be obliged to provide such ablution facilities as may be required by a domestic servant employed by such member.
8. The Association may issue to such domestic servant an Identification Card to facilitate entry to the Estate, which card shall be issued on such terms and conditions which the Association may wish to impose, provided that any abuse of the use thereof will commit a material breach of the conditions of the domestic servant's employment and render such person liable for immediate dismissal.
9. Any member employing a domestic servant shall be liable to the Association for such domestic's conduct and behavior within the Estate, and the domestic servant will not be permitted any visitor.

10. For the purposes of this clause, a member shall include any person who occupies or lets either a dwelling or section under the provisions of Rule 1.
11. No domestic servant may have an overnight visitor on the Estate except with the express permission of the Association.
12. Domestic servants must walk on the Estate Roads and may not walk through private Erfs or the open spaces.

M. PAYMENT OF LEVIES AND OTHER AMOUNTS OWING TO THE ASSOCIATION

1. Subject to the payment of a deposit equivalent to 2 (two) months levy paid by the member to the Association in advance of his occupation, the amount levied upon each member under the provisions of Article 13 shall be paid by such member to the Association monthly in advance, on the first day of each and every month, for the duration of member's ownership of his property, subject to the terms and conditions of the Articles.
2. All other amounts payable to the Association are to be paid as soon as the account is rendered.
3. Any amount due by any member, which remains unpaid after the same has fallen due, shall bear interest as from the due date of payment to the actual date payment is received, at a rate to be determined by the Association but not exceeding the rate of interest charged by the Association's banker on its prime overdraft rate plus 3% per annum calculated monthly in arrears.
4. All levies or other amounts due and payable which remain unpaid may be recovered by instituting an action in any court of competent jurisdiction against the members liable for the payments of such amounts.
5. In the event of the Association instructing an attorney to take any steps against a member as a result of such member failing to pay any amount owing by him or failing to comply with the obligations in terms of the Articles of Association or House Rules, then such member shall be liable to pay all legal costs incurred thereby, on the attorney and client scale, plus collection commission.
6. In the event that a member owes the Association an amount in excess of R500.00 and the amount is not in dispute, such member will lose his rights as a member in the following way:

- 1.1 The member will have no rights at any Annual General or General meetings of the Association.

N. BREACH OF RULES

1. In the event of any breach of these rules by any member of the Association, their families, employees, invitees, visitors, lessees, contractors, and service providers such breach shall be deemed to have been committed by the member himself.
2. Notice of breach shall be given in writing to the member guilty thereof by the Association at the address set out in the form for Application for Membership of the Association completed by such member and shall contain the following:
 - 2.1 the nature of the breach.
 - 2.2 the time period, if applicable, in which the breach is to be remedied.
 - 2.3 the fine imposed by the Association on the member for committing such breach.
 - 2.4 the time, date, and place of the hearing at which the Association's Committee will adjudicate upon the breach.
 - 2.5 any other information the Association may deem necessary.
3. Notice will be deemed to have been duly given if such breach notice is hand delivered to the member's address either by affixing such notice to a prominent fixture on the property or by placing the notice in the member's appointed post/letter box or by means of a registered address sent to the address stated in the Rules.
4. In the event of any member disputing the fact that he has committed a breach of these rules, a Committee consisting of the Chairman together with two other members appointed by the Association from time to time, shall adjudicate upon the issue at such time and in such manner and according to such procedure (provided that natural justice shall be observed) as the Chairman may direct.
5. In the event of a continuing offence, any person who contravenes or fails to comply with any provision of these rules, or any condition or direction given in terms thereof shall be deemed to be guilty of a separate offence, for every 24 (TWENTY-FOUR) hours or part thereof during which such offence continues and shall be deemed to be a further offence.

O. PENALTIES

1. Any person who contravenes or fails to comply with any provision of these Clauses, or any condition or direction given in terms thereof, shall be deemed to have breached these Rules and will be liable to a penalty not exceeding R1000.00 which penalty shall be decided upon by a penalty committee.
2. In the event of a member failing to pay a penalty imposed within a period stipulated by the penalty committee until such time as the fine has been paid: -
 - 2.1 no transfer of the member's property shall be registered.
 - 2.2 such member shall not be entitled to the use of any of the Estate's amenities.
3. Any penalty imposed upon any member shall be deemed to be a debt due by the member to the Association and shall be recoverable by ordinary civil process.

P. INTERPRETATION

1. In the House Rules unless it appears to the contrary either expressly or by necessary implication: -
 - 1.1 "Association" means The PheZulu Game Estate Homeowners Association.
 - 1.2 "Chairman" means the Chairman of the Directors of the Association.
 - 1.3 "Dwelling" means any dwelling house and usual outbuildings erected on any lot.
 - 1.4 "Estate" means PheZulu Game Estate.
 - 1.5 "Open Space" means the area within the Estate falling outside the township lots and sectional title schemes and which are not owned by any member.
 - 1.6 "Property" means a township lot or sectional title unit within the Estate.
 - 1.7 "Section" means any sectional title unit forming part of a sectional title scheme established within the Estate.
2. The Association may delegate any of its own powers in terms of these rules to an Estate General Manager upon such terms and conditions as it may deem fit.

- 3 The Estate General Manager may delegate any of the powers so delegated to them to any person nominated by them for the purpose and upon such terms and conditions as they may deem fit.
- 4 Notwithstanding anything contained in these rules:
 - 4.1 consent from the Association must requested in writing; and be,
 - 4.2 fully motivated; and,
 - 4.3 lodged with the Association secretary in good time; and it will be,
 - 4.4 considered by the Association at its next meeting; whereupon,
 - 4.5 the Association shall issue its reaction in writing, which shall be,
 - 4.6 communicated to the member in writing through the Association secretary.
- 5 The statutory records and books of account of the Association shall be open for inspection at the offices of the Association between 09h00 and 12h00 on all business days; save that, the Association shall be entitled to refuse any member or any authorised agent access to any of the aforesaid books or records in the event of it being inconvenient for them to allow such access at that particular time, in which case they shall specify a date and time within 7(SEVEN) days at which such books or records may be inspected.
 - 5.1 On payment of the Association's prescribed fee, a member shall be entitled to obtain a photocopy of these Rules and of the Articles of Association of the Association.

Q. REPUDIATION OF LIABILITY

The Association shall not be:-

1. Liable for any injury to any person, damage to, or loss of any property occurring or suffered upon the Estate irrespective of the cause thereof.
2. Responsible for any theft of property occurring anywhere on the Estate.
3. No member shall: -
 - a. Have any claim or right of action against the Association for any damages or loss suffered.

- b. Be entitled to withhold or set of payment of any amount due to the Association by the member as a result of any loss or damage suffered.
4. The Association or its duly appointed agents shall not be liable to the members or their lessees, servants, invitees or generally to any person who might have entered the Estate, for any injury, loss, or damage of any description, which the member or such other person may have suffered or sustained, whether directly or indirectly in or about the Estate, regardless of the cause thereof.

R. ESTATE AGENTS

The Association shall be entitled, but not obliged, to grant a firm of estate agents a selling authority to sell properties within the Estate (hereinafter referred to as the “Appointed Estate Agency”). Should the Association grant such selling authority, it will be on the following terms and conditions:

1. In the event of any Member wishing to dispose of any unit within the Estate, to the extent that such Member requires the services of an estate agent in regard to such disposal, such Member shall be obliged to do so through the Appointed Estate Agency.
2. The fee charged by such Appointed Estate Agency shall not exceed the fee as laid down by the appropriate estate agent’s tariff.
3. The length of such sole selling authority shall be at the discretion of the directors.
4. A Member may request the use of one of the “outside agencies” selected, briefed and enrolled on an approved panel by the Appointed Estate Agency or may request the use of an “outside agency” other than one on the select panel and, in such case, the Appointed Estate Agency will contact the requested outside agency and brief them as to the specific property and the conditions under which they are required to operate.
5. The commission for the sale by an outside agency shall be by arrangement with the Appointed Estate Agency.
6. Where an Owner wishes to sell a unit privately and does not wish to use the services of an Estate Agency this may be done, but the final sale a document MUST be arranged through the Appointed Estate Agency for which a nominal fee is charged.

7. When selling the PROPERTY, the PURCHASER shall utilize such documentation prescribed by the ASSOCIATION.
8. The PURCHASER shall not be entitled to sell or otherwise transfer ownership of the PROPERTY unless it is a suspensive condition of such sale or other transfer that the transferee, in a manner acceptable to the ASSOCIATION, agrees to become a member and is admitted as a member of the ASSOCIATION.
9. Access for the Agent and their prospective clients must be arranged through the Owner of the Property via the OpenItem System.
10. Show Houses must be booked through the Estate Manager one week in advance.
11. Agents must escort their clients from the gate to the show house and out of the Estate.
12. The client must be in possession of a driver's license and will be signed in manually. Their full details will be required by security.

S. FENCING POLICY

Fencing Policy as of 30 November 2016

At the AGM dated the 30th of August 2016, it was agreed that the string and rope barriers would be removed from around gardens and that the HOA directors would revise the fencing policy for Phezulu. The policy below has been developed with the Estates wildlife as a priority but also with a view to provide some protection for landscaping for new and re-establishing gardens.

As from the 10th of December 2016, all temporary "string and pole fences" must be removed without exception.

Policy:

A permit from the HOA will be required for all fencing on the Estate unless otherwise stated.

A permit will be valid for a full year. This may be extended with permission from the HOA on application.

1. **Rules for Brand New and Re-Established Gardens**

(A permit is required. This permit will be valid for a full year and may be extended with permission from the HOA on application.)

The “Post and Rail style fence” must be constructed. The entire perimeter of the garden/property can be enclosed by this fence. A brown or black rope, 20mm in diameter must be used to close/block the driveway.

The Post and Rail Fence is described as follows:

The Vertical Poles

- Up to 150mm in diameter.
- Not higher than 1.2m above the ground and spaced approx. 2.4m apart.
- The poles **must not** be cemented in.
- The poles cannot be varnished or painted and must be left natural.
- CCA treated poles must be used.

Recommendation: Homeowners should take advantage of the poles used by their Builder to form a screen around their property during the building phase; ask the Builder to cut them down to 1.2m rather than remove them.

The Horizontal Intingu Rails:

- Must be between 50- 75mms in diameter intingu poles
- You may use either one or two horizontal poles at your discretion: one at or near the top of the vertical pole and the other halfway up.
- The intingu poles cannot be varnished or painted and must be left natural.

2. **Re-Established Gardens with the use of Screens**

(A permit is required. This permit will be valid for a full year and may be extended with permission from the HOA on application.)

To Re-establish garden's where there is heavy animal thoroughfare, we suggest the limited use of screens to block off the game pathways. This will re-divert the game in a nonaggressive manner.

- Shrubs should be planted to soften the effect of the screens. The screens must be staggered.
- An example of this is the 3 screens at Erf 101/13 Mahogany Ave.
- The screens must be built with the same poles and intingus as the post and rail fence.

3. Semi-Permanent Structures

(A permit is required from the HOA)

If you have a specific area of your garden that needs long term protection specifically where the animal thoroughfare is causing long term erosion issues (e.g., steep banks), you can construct a Post and Rail fence as mentioned above with the following restrictions:

- The length of the fence cannot be longer than 6m.
- There must be a minimum of a 1.8m gap in between each 6m section for the animals to walk through.
- A Screen as previously detailed, can be constructed in this 1.8m gap, but must be set back from the fence a minimum of 1m.
- The structure must be engulfed with landscaping. It should barely be visible.

4. Swimming Pool Fencing

(No permit is required from the HOA as this is a mandatory requirement by the Outer West Council.)

It is the responsibility of each Homeowner to ensure that the municipal by laws with regards to fencing your swimming pools are followed. There would be severe consequences for a Homeowner if a child drowned in their pool due to negligence. This should typically include:

- A Post and Rail fence must be constructed around the pool area only. (not the boundary of the property)
- The poles may be cemented in.
- The fence must be at least 1.2m high.
- Small wire mesh must be fitted in between the poles to ensure a child cannot get in through the fence.

- A self- locking gate must be fitted.
- The CCA treated poles cannot be varnished or painted and must kept natural.
- The pool fence must be incorporated into the landscape plan.
- A flat top steel fence painted forest green is approved. It can be purchased from Ferro-art. An example is at Erf 127. The fence must be made up of 8 mm mild steel vertical welded rods, and 10mm mild steel horizontal rods. The gaps between the verticals must be 10mm wide as per the government safety standards (SAN1400/SABS0400-1990)

5. **Protection of Trees**

(No permit is required from the HOA)

Due to animals being caught up in bonnox fencing the approved protection of individual trees is as follows:

- Four posts are to be secured around each tree.

Green shade cloth must be wrapped around and affixed to the four posts until the tree has established itself; after which time the shade cloth is to be replaced by horizontal intingus to protect the tree until it has matured sufficiently

T. **GENERATORS - Use of Generators by Phezulu Residents**

With Effect from July 2022

Due to the increase in Loadshedding and Municipal Power Outages, the Phezulu Game Estate Conduct Rules have been amended as follows:

Generators may be used, by residents, for the purpose of providing power during load shedding and municipal power outages under the following conditions:

1. **Time**

Generators may be operated from 7 am to 21:00 pm - Monday to Friday and 8 am to 21:00pm Saturday and Sunday.

2. Noise generation

There is no restriction on the type of generator permitted, however the noise level needs to fall below 70dB, at the perimeter of the property while it is operating at full load.

To meet the requirements, a “Silent type” may be required.

Alternatively, you can reduce the noise a generator makes by doing the following:

- Place the generator in a suitable sound dampening box with adequate ventilation
- Improve the Exhaust muffler/Silencer

A sound level meter is available at Reception to measure the decibels to ensure your generator meets the requirements.

3. Fire Risk

Diesel type Generators prove significant less fire risk than petrol ones. In both cases the generator may not be installed or running on a grass surface. Homeowners need to take adequate measures to reduce the risk of fire. Fuel must be stored in the appropriate containers

4. General

The correct placement of the generator is important, and your neighbor’s must be considered at all times.

If there is a complaint, the HOA will be required to inspect the installation to ensure that the installation complies.

U. SHORT TERM RENTALS, HOME SHARES and AIR BnB

With effect from the 1st of April 2021

The Phezulu Homeowner must advise the office, at least 3 days prior of the expected arrival of their guests, and provide the office with the following information:

- Clear copies of the ID documents/passports for each guest over the age of 16 years old
- Residential address
- Cell phone number – SA and Foreign
- Date of arrival and date of departure

- Vehicles make, model and registration number
- Number of guests staying in the house

The Phezulu Office will draw up a list of the guests, once all the information has been sent through a hard copy will be filed at Security. As the guests access the estate the guards will tick them off the list after checking and verifying the ID Documents.

An Office Administration Fee of R150 will be charged by the HOA, on to the levy account, for each booking to cover the costs incurred.

The maximum number of guests allowed per property is 8 in total, but no more than 2 guests per bedroom. (i.e., if you have a 3-bedroom house you may only have 6 people sleep in the house overnight)

Bookings may not be for periods shorter than 3 nights. (no weekend only bookings)

If the Guests are arriving by taxi/Uber, only the taxi driver and the guests on the list will be allowed into the Estate. The taxi/Uber driver must present his/her driver's license which will be scanned on entry and exit. The vehicle license disk will also be scanned on entry and exit.

The guests must sign a set of rules which should include:

- Access into the conservation is strictly not allowed either on foot or in a vehicle.
- No parties are allowed.
- No noise after 10 pm but always respect your neighbours.
- The guests must not approach the animals or attempt to feed them.
- Do not take photos of the houses on the estate.
- When walking around the residential area, guests may only walk on the roads and not in between the homes.
- The guest must be made aware that contravention of any of the rules will result in their stay being cancelled with immediate effect and their access denied.
- The 30km speed limit must be obeyed.
- Animals have right of way.
- Visitors will only be permitted by permission of the Homeowner.

- Braaiing is permitted but only in the allocated area and all flames and coals must be extinguished once the meat is cooked. The owner of the property must ensure the allocated area is clearly marked.
- Bonfires are not permitted.
- Vehicles must be parked in the designated area i.e., the garage or carport no more than two cars are allowed outside a garage.

Access Control

- The Owner of the property will use the Openitem App to send the guest a code for access. When the guest arrives Security will scan each guest's ID or Passport into the system.
- Once the guest has entered the Estate successfully, the Owner will receive a notification of the guest's arrival.
- The Owner will then be able to load the guest as a Regular visitor for the agreed period with a maximum of 7 days.
- If the guest is staying for longer than 7 days, the owner will have to re-invite the guest every 7 days.
- The guest will be provided with a pin for the set period.
- The guests will be required to present their driver's license/ID Document/Passport on entry and exit for the duration of the stay.
- Estate Management will be able to cancel/override the Openitem access permission granted by the Owner at any time if there is a contravention of the rules or valid reason for concern.

Breach of Rules and Penalties Applicable

The Registered Property Owner is to be held fully accountable for their guest or short-term tenants' behavior, without exception.

A penalty ranging from R1000,00 (one thousand rand) to R5000.00 (Five thousand rand) would be applicable if the tenant is found to be in breach of the Conduct Rules. The severity of the conduct will be determined by the Directors who will apply the penalty according, at their discretion.

The Resident will be able to appeal the penalty, in writing within 10 working days of receipt of the documents by email from the Estate Management Company.

The Directors may ask for the Owner to present themselves in a meeting if they deem it is so necessary. Either by Zoom or in person.

The Directors will have 5 working days after the appeal date, to make their final decision which will be declared in writing and emailed to the Owner by the Estate Management Company.

The Directors maintain the right to withdraw any permission granted allowing access to Air BnB, Short Term accommodation and Home Share guests into Phezulu.

V. ACCESS CONTROL

1. Access Control via the OPENITEM ACCESS CONTROL SYSTEM

With effect from the 1st of March 2021

- 1.1 All Phezulu Residents and Owners should load the Openitem Access Control App on to their mobile device through the Play Store. It will be the responsibility of the resident to ensure they have access to Wi-Fi or data, at their own expense, to run the App.
- 1.2 If the resident does not have access to a Smart Phone an SMS can be sent to generate an access pin for a guest. The cost of the SMS is for the Resident.
- 1.3 Visitors or Contractors who arrive at the gate without the relevant message and pin code or without a valid driver's license will not be allowed access.
- 1.4 Contractors and their staff must be in possession of an ID Book or Passport without exception.
- 1.5 Phezulu has a "NO ID NO ACCESS" policy.

2. Resident Access Control

- 2.1 Residents, over the age of 18 years old, will be allowed to access the Estate via Facial Recognition Cameras which will automatically open the boom. The resident will drive up to the camera and come to a complete stop. Tail Gating is strictly not permitted.
- 2.2 The camera will automatically open the boom within a few seconds if the resident is registered on the system.

2.3 Each Resident will provide the following information to the Estate Office which will be loaded on to the system:

- Full Names
- ID number
- Cell phone number
- Street Address
- Erf

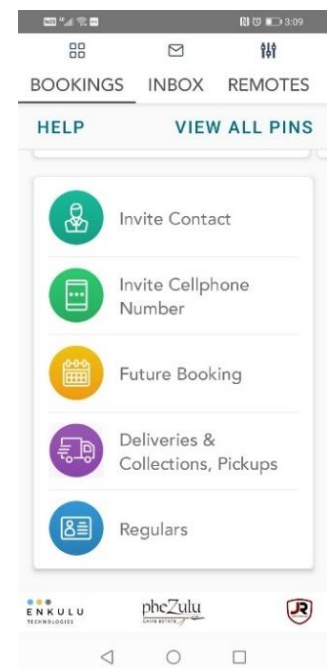
2.4 A photo of the Resident will be taken in the office and loaded onto the system.

2.5 If the resident is a tenant a copy of the lease will have to be on file with the office prior to the resident being loaded on to the system and all conduct rules signed.

3. Openitem App Options

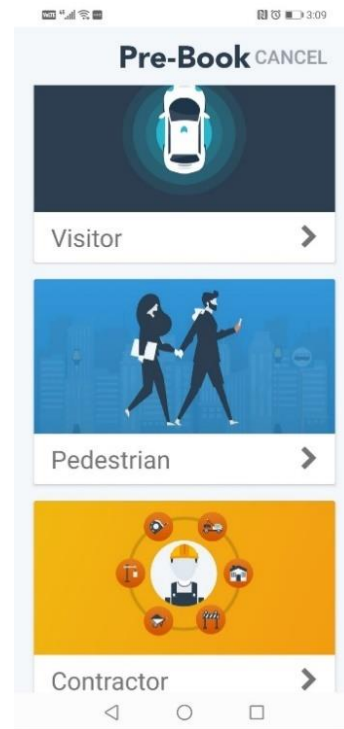
3.1 The App will provide you with the following options:

- **Invite Contact** – A person already in your contact list on your phone
- **Invite Cell phone Number** – You do not have the person as a contact, you type in the cell number manually normally a once off
- **Future Booking** – The visitor/contractor is arriving at a pre-determined date in the future. You can load them beforehand.
- **Deliveries & Collections, Pickups** – Self explanatory
- **Regulars** – Once a visitor has arrived in the Estate for the first time and their drivers' license has been scanned, they can be loaded as a regular visitor. This can be deleted at any time.



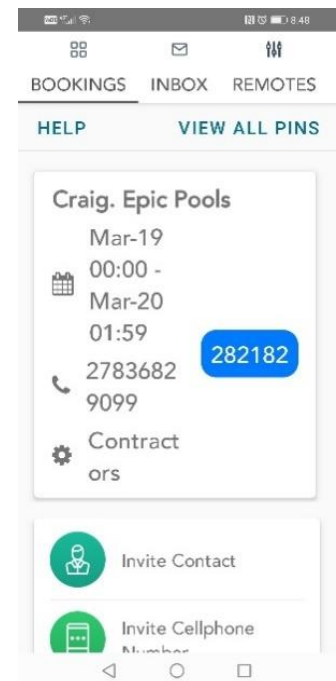
3.2 Once you invite a contact you will be provided with the following options:

- **Visitor**
- **Pedestrian**
- **Contractor**



Visitor Access – Vehicle

- 3.1 For the Resident to give permission for a guest to access the Estate the Resident will be required to access the Openitem Access Control App and select the contact they wish to invite.



- 3.2 There is an option to send the invite to a cell number that is not saved as a contact. The Resident will send the invite via the App to the guest either by WhatsApp or SMS.

3.3 The guest will receive a message which will relay the following:

3.3.1 The message will instruct the visitor to present a valid driver's license and the pin number to the guard at the gate.

3.3.2 The pin will have 6 digits and will only be valid for that day. If the guest returns for a second time in the same day or the following day the pin will not work unless the visitor is added as a regular.

3.3.3 A regular visitors pin will always start with a "9" and can be valid for up to seven days.

3.3.4 When the guest arrives at Phezulu the guest will drive into the "Visitors Bay" and make available their Driver's License and the six-digit pin code.

3.3.5 The guard will scan the visitor's driver's license and the car license disk as well punch in the 6-digit pin.

3.3.6 Once the system has verified the information the visitor will progress to the boom which will open as the guard scans the barcode.

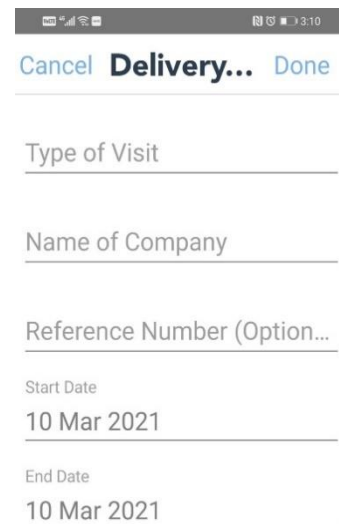


4. Pedestrian Access

4.1 A resident may invite a pedestrian visitor however the visitor must be in possession of a driver's license or ID book.

5. **Deliveries and Collections**

You can create a pin for a collection or delivery without sending it to the delivery person by creating a pin and selecting “OK”. The pin will be saved in the system for the guard to retrieve.



The screenshot shows a mobile app interface for creating a delivery pin. At the top, there is a status bar with icons for signal, Wi-Fi, and battery, and the time 3:10. Below the status bar, there are three buttons: "Cancel" in blue, "Delivery..." in bold black, and "Done" in blue. Below these buttons, there are four text input fields with labels: "Type of Visit", "Name of Company", "Reference Number (Option...", "Start Date", and "End Date". The "Start Date" field has the value "10 Mar 2021" entered, and the "End Date" field also has the value "10 Mar 2021" entered.

6. **Contractor Access – Short Term**

- 6.1 The resident will send an invite to the contractor via the app.
- 6.2 The contractor will be required to present themselves to the Contractors Gate with the pin and a copy of their driver’s license.
- 6.3 If there are staff in the contractor’s vehicle the staff will have to each present their ID document which will be scanned into the system by the guard.
- 6.4 When the contractor exits the estate, the contractor will drive through the contractor’s gate and the guard will reinsert the pin, scan the driver’s license and the license disk.
- 6.5 Each staff member should exit the vehicle and produce their ID book which will be scanned out one at a time. They may then re-enter the vehicle and leave the Estate.

7. **Contractors Access – Medium to Long Term**

- 7.1 A contractor who requires access to the Estate for more than 3 days must make an appointment at the Estate Office to be loaded on to the system for the contracted period after being referred by the Homeowner.
- 7.2 The office will ensure that the Contractors Rules and Regulation are signed simultaneously.

8. **Domestic & Garden Staff Access**

- 8.1 All staff must be registered on the Openitem system. The following information is required as well as a copy of their ID Document and a Photo.
- Full Names
 - ID number
 - Home Address
 - Cell phone number
 - Employers Name
 - Employers Address
 - Days of the week
- 8.2 If the Employee is a non-resident of SA, they must produce a valid passport and work permit/visa prior to being loaded on to the system.
- 8.3 The staff will enter and exit the Estate through the turnstile only.
- 8.4 If the staff member is being driven in or out of the Estate by a Resident, they must get out of the vehicle and still go through the turnstile to ensure that they are recorded correctly.
- 8.5 The HOA reserves the right to penalise the resident if their staff member is not following the correct protocol.

I, (Tenant/Resident Name) _____ ERF NO. _____

Phezulu Estate Physical Address: _____

Understand and agree to abide by the above stated Conduct Rules for Phezulu Estate, 210 Old Main Road, Botha's Hill.

Signed

Witness



FREQUENTLY ASKED QUESTIONS AND INTERESTING FACTS

Updated on the 03 December 2025

What can I expect to find at Phezulu Game Estate?

Phezulu Game Estate is a unique, residential development consisting of 630 hectares, comprising of a Residential Component of approx. 83 hectares and a Game Reserve of approx. 550 hectares.

The development will be built in two phases.

Phase 1 consists of 126 freehold sites ranging from 1400 m² – 4000 m² in size. Approximately 75 % of the Sites are sold to date.

Phase 2 will consist of 80 freehold and Mini Sub sites. It will have its own entrance situated at the well-known Comrades Wall. This phase will commence when the market conditions are favorable.

Mini Subunits – The Village

Phezulu Game Estate will be launching a 22-unit, Mini Sub Village. The plans are currently in the process of being designed.

*These units will be well priced and will make an excellent investment.
The roofs will be IBR Sheeting as per the Architect Guidelines dated April 2024.*

Launch Date still to be announced.

Where is Phezulu Game Estate?

The development is situated 7kms north of Hillcrest in KZN, along the Old Main Road (R103).

- *5kms from Hillcrest Private Hospital*
- *7kms from Hillcrest Central*
- *35 kms away from Durban Beach*
- *40 kms from Pietermaritzburg*
- *50 kms away from the Airport*

We are fortunate to have several highly rated schools in the immediate vicinity.

Hillcrest is a beautiful Town which boasts several Shopping Centre's. These Centre's are conveniently positioned with ample parking.

There are numerous restaurants in the area... far too many to mention and the people in the Upper Highway are spoilt for choice.

Hillcrest has a Medicross Centre and Hillcrest Private Hospital which is conveniently situated just 5 kms away from Phezulu.

How is Phezulu managed?

The Estate is managed by the Phezulu Homeowners Association.

Infinite Property Management Services are the managing agents and manage the levies and run the financial side of the Estate.

How is the conservation area managed?

The conservation is managed by the Phezulu Game Estate Conservation Trust which is already operational. The Developers pay R40 000 from each plot into the Trust. The homeowners currently contribute R3 300.00 per annum into the Trust.

The Trust works closely with Ezemvelo KZN Wildlife, The Wildlife and Environmental Society of South Africa and the eThekweni Municipality. We have ongoing programs in place to eradicate the alien vegetation and rehabilitate the Valley.

Who is the Developer?

The developer is Leo Kroone. Leo is available to meet with potential purchasers or the Homeowners by appointment.

Leo owns the Phezulu Safari Park, which borders the Phezulu Game Estate. The safari park has a management contract with the Conservation Trust to manage the animals and the land. Leo watched the decline of the Valley of a Thousand Hills as the invasion of the alien vegetation swept through it. He decided to put his tourism and conservation knowledge to good use and devised a plan to save the valley. He knew that there were many families who would love to help preserve the Valley whilst living in their own secure, private game reserve less than 7kms from Hillcrest.

What game is in the Reserve already?

We have well over 100 head of large game, including Giraffe, Kudu, Zebra, Wildebeest, Waterbuck, Impala, plus a variety of Duiker, Bush buck, Bush pig, Jackel and Warthog.

Phezulu is a "bird watchers" paradise.

What are the approximate costs involved?

Once off costs

- *The cost of the land* R 450 000 – R1 000 000 (site specific)
- *Building Cost* Starting from R 14 500 per m2 depending on finishes
- *The Architect fees* Ranging from 4% - 7.5% depending on service.
- *Levy stabilization Fund* R 10 000 (non-refundable)
- *Conveyancing Fees* As per the laid down Attorneys Tariff
- *Transfer Duty* Applicable from R1 000 000.00

(when buying from the developer Transfer Duty does not apply)

Monthly and Annual costs

- *Levy (Monthly)* R4 821.52
- *Municipal Rates (Monthly)* The Rates are payable to the Municipality (Outer West)
- *Conservation Levy (Annual)* R3 300.00 currently

What does the levy include?

- *Your lawn will be mowed as per the monthly schedule.*
- *Security – Gate house staffed 24 hours a day and patrols.*
- *Refuse to be removed.*
- *Maintenance of the communal areas including the vast Fence Line.*
- *Estate Vehicle*
- *Insurance for the HOA owned property and Equipment.*
- *Staff salaries and wages*
- *Rates for the communal areas owned by the HOA.*
- *Administration by the Managing Agents and Reception*
- *Access Control System – OPENITEM*

What is the style of the homes?

There are three types of Roofs permitted at Phezulu.

- *Thatch*
- *IBR Roof Sheetting – The approved colour is Slate with Desert Sand Capping to be painted on the top. Examples are available to view in the Estate Office.*
- *Harvey Tile Roof Tiles*

A minimum of 25% stone cladding is required on the walls, and flowing lines must be incorporated in the design.

The colours are all the natural tones to fit in with the surrounds. There are strict architectural guidelines, which must be followed for the exterior of the homes.

Thatch Roof - Fire Retardant Spray

All our Thatch Roofs must be treated with a SABS Approved Fire-Retardant Spray as specified in the Architectural Guidelines. This is a condition of plan approval and must be reapplied every 7 years.

Landscaping and gardens

We have a landscaping protocol with a list of Indigenous Plants which must be followed. You may have lawn around your home, or you can keep it natural...bearing in mind that you will be living in a game reserve and the animals have full access through your gardens and will definitely make a meal of some of your plants.

Will domestic pets be allowed on the Estate?

No.

Domestic pets are not allowed due to the nature of the Estate and the free roaming game.

Do you have time limits to build?

Yes,

From when you take transfer you have 24 months to commence building and approximately 12 months to complete building depending on the size of the house. This can be negotiated with the developer.

What is the minimum size home I can build?

200m² – including the double garage.

How many plots have been sold?

We have sold over 70% of the plots.

Who has bought in Phezulu?

Phezulu has attracted local families from the Upper Highway Area. These are families who want the security of an Estate whilst not living in a high-density environment and love wildlife.

Will the residence have access to the conservation area?

Yes.

Our homeowners' hike, mountain bike, picnic, bird, and game watch in the reserve. Only 4x4 vehicles are permitted to drive in the conservation area.

All homeowners and their guests are expected to follow the conduct rules of the Estate and treat the conservation area, including the game and plant life, with the utmost respect. There will be no exceptions made in this regard.

Security

Access Control is managed by the latest technology and the system we use is called OPENITEM. Residents and domestic staff access Phezulu by facial recognition camera.

The domestic staff go through a turnstile and the Residents access the estate via automatic booms which is monitored by Guards 24/7.

Security is of prime importance, and we currently have a contract with NSS, which is a locally based security company with an excellent reputation in crime prevention.

There is a combined security and game fence that runs about 10km's around the reserve perimeter. It has twelve electric strands on the outside, 3 on the inside and 1 on the top.

We have security guards on duty 24 hrs. a day. The fence line is patrolled daily, and we are linked to armed and medical response.

You may install an internal alarm which can be linked to the security company and the gate house.

*You may install **internal** burglar guards, if they meet with the approval of the architectural review committee.*

Can I use my own builder and architect?

No.

At Phezulu we have a dedicated professional team to assist you with achieving your dream home. You do have a choice of 2 Architects and 6 Builders. Once you have designed your home, we send the plan out to tender to the six builders and you then make the final decision as to which builder you want to build your home.

We can set up appointments for you to meet the team to assist you with your final decision.

Do you have a web site?

Yes. www.phezuluestate.co.za

Who do I contact?

Michelle Grant on 083 638 0282

Office: 031 777 1464 or

email: michelle@phezuluestate.co.za