
±834M² VACANT STAND PORT ALFRED

ADDRESS:

**9 WILLIAM REED ROAD, RIVERVIEW WATERFRONT ESTATE,
WEST BANK, PORT ALFRED**



ONLINE AUCTION

<u>BIDS OPEN:</u>	TUESDAY, 07 OCTOBER 2025 AT 08:00
<u>BIDS CLOSE:</u>	WEDNESDAY, 08 OCTOBER 2025 FROM 11:30
<u>VIEWING:</u>	AT OWN LEISURE



079 170 3611

WWW.BIDDERSCHOICE.CO.ZA

CONTENT

1. DISCLAIMER
2. PROPERTY SUMMARY
3. RULES OF AUCTION
4. PROPERTY DESCRIPTION & LOCALITY
5. PROPERTY IMAGES
6. TITLE DEED
7. SURVEYOR GENERAL PLAN
8. COPY OF MUNICIPAL ACCOUNT
9. HOMEOWNERS ASSOCIATION RULES AND REGULATIONS
10. ARCHITECTS DESIGN MANUAL V1.0

****WE RESERVE THE RIGHT TO AMEND THIS INFORMATION PACK SHOULD ANY OF THE ABOVE-MENTIONED OUTSTANDING INFORMATION BECOMES AVAILABLE.***

TERMS AND CONDITIONS:

- **R50 000 REFUNDABLE REGISTRATION FEE BY WAY OF EFT PAYMENT**
- **PLEASE FORWARD ALL RELEVANT RESOLUTIONS & FICA DOCUMENTS**
- **10% DEPOSIT AND 6% BUYERS COMMISSION (PLUS VAT) IS PAYABLE ON THE FALL OF THE HAMMER**
- **7 DAY CONFIRMATION PERIOD (REFER TO CLAUSE 3 IN THE RULES OF AUCTION)**
- **OUTSTANDING RATES & TAXES - SELLER**
- **COC, GAS, BEETLE & PLUMBING CERTIFICATES – PURCHASER (IF APPLICABLE)**
- **OCCUPATION AND POSSESSION - ON REGISTRATION OF TRANSFER OF THE PROPERTY**

BANKING DETAILS:

BIDDERS CHOICE (PTY) LTD

BANK: NEDBANK

ACCOUNT: 1030 1200 64

BRANCH CODE: 194 842

REF: *USE YOUR SURNAME/COMPANY NAME*

EMAIL PROOF OF PAYMENT TO: helen@bidderschoice.co.za

BIDDERS CHOICE OFFICE: 0861 44 42 42

1. DISCLAIMER

Whilst all reasonable care has been taken to obtain the correct information, neither Bidders Choice (Pty) Ltd, nor any of its subsidiaries and related companies, nor the Sellers, guarantee the correctness and/or completeness of the information, and none of the aforementioned will be held liable for any damages or loss, of whatsoever nature, suffered by any person as a result of errors or omissions in the information supplied, whether due to the negligence or otherwise of Bidders Choice (Pty) Ltd, its subsidiaries and related companies, the Seller or any other person.

The Purchaser acknowledges that he acquainted himself with whatever he is bidding on at the auction and on an as-is basis.

2. PROPERTY SUMMARY

Registered owner	Stegas Property Investments Pty Ltd
Physical Address	9 William Reed Road, Riverview Waterfront Estate, West Bank, Port Alfred
Legal Description	Erf 6364 Port Alfred, Ndlambe Local Municipality, Eastern Cape
Property	Vacant Stand
Title Deed Numbers:	T353/2007CTN
Zoning	Residential - The onus is on the purchaser to confirm same with the relevant parties.
Local Authority	Ndlambe Local Municipality
Extent:	±834m ²
Estimated Municipal Rate and Taxes & Levies	Rates: ±R200 (p/m) & Levies: R1 600 (p/m)
Deposit to be paid	10% (Ten Percent) On the fall of the hammer
Buyers Commission	6% (Six Percent) plus VAT on the fall of the hammer
Confirmation period	7 Days
COC	Purchaser
Occupation	On Registration of Transfer
VAT Registered	Yes
Refundable Registration Fee	R 50 000

3. RULES OF AUCTION

RULES OF AUCTION

AND

CONDITIONS OF SALE

PLACE OF AUCTION: ONLINE
BIDS OPEN: TUESDAY, 7 OCTOBER 2025 AT 08H00
BIDS CLOSE: WEDNESDAY, 8 OCTOBER 2025 FROM 11H30

BIDDERS CHOICE (PTY) LIMITED

Reg: 2012/123036/07

Corner of Atterbury & Jollify Main Road, Mooikloof Office Park West, Building 12, Pretoria
(The "AUCTIONEER")

Duly instructed by

THE APPOINTED LIQUIDATORS OF

STEGAS PROPERTY INVESTMENTS (PTY) LTD (IN LIQUIDATION)

(COMPANY REGISTRATION NUMBER: 2001/014533/07)

MASTERS REFERENCE NUMBER: S000056/2024

(The "SELLER")

The **SELLERS** hereby sells to the **PURCHASER** who purchases the following immovable **PROPERTY**:

PROPERTY DESCRIPTION: ERF 6364 PORT ALFRED, RIVERVIEW WATERFRONT ESTATE, WEST BANK,
PORT ALFRED MUNICIPALITY, EASTERN CAPE PROVINCE
STREET ADDRESS: 9 WILLIAM REED ROAD, PORT ALFRED
TITLE DEED NUMBER: T353/2007CTN
EXTENT: ± 834M²
REGISTERED OWNER: STEGAS PROPERTY INVESTMENTS (PTY) LTD

Together with all existing lease agreements pertaining thereto and all improvements of a permanent nature thereon ("the **PROPERTY**") on the following terms and conditions:

1. AUCTION RULES AND PROCEDURE

- 1.1. The property will be sold subject to confirmation.
- 1.2. The seller and the auctioneer have a right to bid on the property, but shall not make a bid equal to or exceeding the reserve price.
- 1.3. The rules of auction comply with section 45 of the Consumer Protection Act, Act 68 of 2008 ("the Act") and with the Consumer Protection Act Regulations ("the Regulations") that have been published in terms thereof in Government Gazette No. 34180 on 1 April 2011 (Volume 550) and any amendments thereto from time to time.

- 1.4. Section 45 subsection (2) of the Act provides that: *"When goods are put up for sale by auction in lots, each lot is, unless there is evidence to the contrary, regarded to be the subject of a separate transaction."*
- 1.5. The auction will commence at the published time and will not be delayed to allow any specific person or more persons to take part in the auction.
- 1.6. Registration to bid at the auction:
 - 1.6.1. Anyone that intends to bid at the auction must register his or her identity on the bidder's record **prior to the commencement of the auction** and such registration must meet the requirements of FICA (Financial Intelligence Centre Act, 2001) in respect of the establishment and verification of identity of the person and the person must sign the registration entry.
 - 1.6.2. A person who attends the auction to **bid on behalf of another person (i.e. on behalf of a company)** must produce a letter of authority that expressly authorises him or her to bid on behalf of that person and that person and the person bidding on his or her behalf must meet the requirements set out in clause 1.6.1 above. Where a person is bidding on behalf of a company the letter of authority must appear on the letterhead of the company and must be accompanied by a certified copy of the resolution authorising him or her to bid on behalf of the company.
- 1.7. The bidder's record and the vendor roll will be made available for inspection at the offices of the auctioneer during normal business hours without the charge of a fee. The bidders' record will also be available for inspection at the auction.
- 1.8. The auctioneer has a trust account. All money due to the seller in terms of the Rules of Auction will be paid into this trust account for the benefit of the seller, minus any commission payable to the auctioneer.
- 1.9. The auctioneer will during the auction announce the reason for the auction unless that reason is the normal and voluntary disposal of property by the seller.
- 1.10. The total cost of advertising and conducting the auction of the property is **R6 423.55 (Excl. VAT)** which costs are broken down as follows:
 - 1.10.1. Advertising costs;
 - 1.10.2. Brochure and marketing material;
 - 1.10.3. Photography.
 - 1.10.4. Boards
- 1.11. The conduct of the auction is subject to the control of the auctioneer who has the sole right to regulate the bidding procedure.
- 1.12. The sale shall be by the rise and the property shall be sold to the highest bidder, subject to the Rules of Auction.
- 1.13. Every prospective bidder must read the Rules of Auction and must not bid unless he or she has done so.
- 1.14. Every bid shall constitute an offer to purchase the property for the amount bid upon the terms and conditions contained herein, which the seller or the auctioneer may accept or reject in their absolute discretion.
- 1.15. In the event of any dispute between the bidders, the decision of the auctioneer shall be final and binding.

- 1.16. Any error by the auctioneer shall be entitled to be corrected by him.
- 1.17. No bid may be withdrawn after the fall of the hammer until the expiry of the confirmation period that is provided for in the Rules of Auction, during which time the offer shall be open for acceptance by the seller or his AUCTIONEER and if the offer is accepted, the sale shall be deemed to be a sale by auction for purposes of the Act.
- 1.18. The highest bidder ("the purchaser") shall on the fall of the hammer be deemed to have offered to purchase to property for the amount of his or her bid on the terms and conditions contained herein and shall sign the Rules of Auction immediately after the fall of the hammer.

2. **PURCHASE PRICE**

And the purchase price shall be paid as follows:

- 2.1. A deposit of 10% (TEN PERCENT) of the purchase price to the **AUCTIONEER** by the **PURCHASER** immediately on signature of this agreement, which amount the **PURCHASER** hereby authorises the **AUCTIONEER** to pay over to the **SELLERS ATTORNEY**.
- 2.2. The balance of the Purchase Price shall be paid in cash and secured, to the satisfaction of the **SELLER's** Attorneys, by a written guarantee from a registered financial institution, payable free of exchange, against registration of transfer of the **PROPERTY** into the **PURCHASER's** name. The **PURCHASER** may elect to secure the balance of the Purchase Price by payment in cash to the **SELLER's** Attorneys, who shall hold same in trust, pending registration of transfer into the name of the **PURCHASER**. The aforesaid guarantee shall be presented and/or cash shall be payable by the **PURCHASER** to the **SELLER's** Attorneys within 30 (thirty) calendar days from date of acceptance hereof by the **SELLER**.
- 2.3. If guarantees are not provided as per 2.2 above, then the **PURCHASER** shall become liable for the payment of interest on the balance of the purchase price (being the total purchase price minus the amount of the deposit that has been paid in terms hereof) at the rate of 2% (two per centum) above the Prime Rate, per month, calculated from the due date of the guarantees to the actual date when the guarantees are being provided (both days inclusive). Any such interest shall be payable by the **PURCHASER** to the **SELLER** against registration of transfer, but this provision shall not detract in any manner whatsoever from the **SELLER's** rights to act in terms of the breach of contract provisions contained herein below.
- 2.4. Any payment made by the **PURCHASER** in terms of this Agreement shall be allocated first to the payment of **AUCTIONEER's** Commission when due then interest and thereafter to the payment of any other monies due in terms hereof.

3. **ACCEPTANCE AND CONFIRMATION**

- 3.1. By signing this Deed of Sale at the end thereof, the **PURCHASER** offers to purchase the **PROPERTY** on the terms and conditions contained herein and the **PURCHASER's** offer shall remain open for acceptance by **THE SELLER** or by the **AUCTIONEER** on behalf of the **SELLER**, until 16H00 on the **17TH DAY OF OCTOBER 2025** ("7-day confirmation period"). The **PURCHASER** and the **AUCTIONEER** acknowledge and agree that this provision is inserted and intended for the benefit of the **SELLER**.
- 3.2. The **PURCHASER's** offer shall be deemed to have been accepted only when the **SELLER** or the **AUCTIONEER**, whichever may be applicable, has signed this Deed of Sale on behalf of the **SELLER** in the space provided at the end thereof and the **SELLER** shall not be required to notify the **PURCHASER** of the acceptance of its offer prior to expiry of the confirmation period.
- 3.3. Should the **SELLER** reject the **PURCHASER's** offer, the **AUCTIONEER** will repay to the **PURCHASER** any deposit and commission paid to it in terms of this agreement.

3.4. The **SELLER** shall notify the **PURCHASER** in writing of either its acceptance or its rejection of the **PURCHASER's** offer immediately upon receipt of written request therefore from the **PURCHASER**, which request shall not be made before the last day of the Confirmation Period.

3.5. In the event of the sale requiring the consent of any statutory authority or any court of law, then this sale is subject to the granting of such consent.

4. **VALUE-ADDED TAX**

4.1 The Purchase Price is exclusive of VAT.

4.2 In the event of VAT being payable on the Purchase price as a result of the sale, such VAT shall be paid by the **PURCHASER** to the **SELLER's** Attorneys immediately on demand therefore.

4.3 In the event of the rate of which VAT is chargeable being amended after the date of signature hereof by the **PURCHASER** and in circumstances in which the amended rate will apply to this transaction, then the Purchase Price shall be adjusted accordingly, the intention being that the **SELLER** shall receive and retain the same amount after payment regardless of the rate at which VAT is payable.

5. **AUCTIONEER'S COMMISSION - PURCHASER**

5.1. The **PURCHASER** shall be liable for and pay, in addition to the amounts payable in terms hereof, **AUCTIONEER's** commission of 6% (SIX PERCENT) Plus VAT of the Purchase Price, which commission shall be deemed to have been earned and is payable immediately upon signature of the sale agreement.

5.2. The **PURCHASER** shall pay the full amount of **AUCTIONEER's** commission into the trust account of the **AUCTIONEER** immediately upon the signing of hereof by the **PURCHASER**, but this amount shall remain the property of the **PURCHASER** and shall be retained in trust by the **AUCTIONEER** pending acceptance by the **SELLER** of the **PURCHASER's** offer or until the **SELLER** either rejects the offer or until expiry of the confirmation period.

6. **OCCUPATIONAL INTEREST**

Should the **PURCHASER** take occupation of the Property prior to registration of transfer, the **PURCHASER** shall pay occupational interest to the **SELLER** calculated at 1% (one percent) of the balance of the Purchase Price per month in advance on the first day of every month, from date of occupation until date of transfer, both days inclusive, payable directly to the **SELLER's** Attorney (reduced *pro rata* for any period less than a month). If this agreement is cancelled for any reason then the **PURCHASER** undertakes to immediately restore vacant occupation of the property to the **SELLER**, it being recorded that no tenancy shall be deemed to have been created hereby.

7. **RATES AND TAXES AND LEVIES**

7.1 The **SELLER** shall be liable for all rates and taxes, levies and other Municipal charges levied on the **PROPERTY** for the period prior to occupation and the **PURCHASER** shall be liable for all rates and taxes, levies and other Municipal charges levied thereafter.

7.2 The **PURCHASER** shall refund to the **SELLER** a pro rata share of all rates and taxes, levies and services paid in advance by the **SELLER** for the period after registration of transfer, which refund shall be paid upon registration of transfer.

8. **SELLER RESIDENCY AND WITHHOLDING TAX**

It is recorded that the **SELLER**, **AUCTIONEER** and **PURCHASER** are aware of an obligation on the part of the **PURCHASER** to withhold part of the Purchase Price from the **SELLER**, if he is a non-resident of the

Republic of South Africa and pay such withheld portion to the South African Revenue Services (hereinafter referred to as "SARS") in terms of Section 35A of the Income Tax Act, (hereinafter referred to as the "Act") and in that regard:

- 8.1 The **SELLER** warrants that he is / is not a RESIDENT of the Republic of South Africa; (delete whichever is not applicable);
- 8.2 The **SELLER** hereby indemnifies and holds harmless both the **AUCTIONEER** and the **SELLER'S** Attorneys attending to the transfer of the **PROPERTY** hereby sold, against any claim howsoever arising by virtue of them having acted in terms of the Act, on information supplied by the **SELLER**, or from any other source and the **SELLER** further waives any right of recourse he may have against the said **SELLER's** Attorneys and/or **AUCTIONEER**, in respect of any action or omission by them in terms of the Act, on information supplied to them by the **SELLER**, or any other source.

9. TRANSFER AND COSTS OF TRANSFER

- 9.1. Transfer shall not be passed to the **PURCHASER**, notwithstanding anything to the contrary herein contained, until such time as the total Purchase Price and all other amounts for which the **PURCHASER** may be liable in terms hereof have been paid and/or payment thereof has been secured as herein provided.
- 9.2. Transfer of the **PROPERTY** shall be passed, by the **SELLER's** Attorneys, as soon as reasonably possible after date of acceptance, providing the **PURCHASER** has complied with the provisions of the aforementioned sub-clause.
- 9.3. The **PURCHASER** hereby specifically authorises and agrees to the **SELLER's** Attorneys preparing and completing from information provided by the **PURCHASER** herein, a transfer duty form required by SARS for the clearance of the **PROPERTY** for transfer; and specifically authorises and agrees to the **SELLER's** Attorneys on behalf of the **PURCHASER** signing and submitting such form to SARS for which preparation, completion, signature and submission this Agreement shall be sufficient authority.
- 9.4. Transfer of the **PROPERTY** shall be effected by the **SELLER's** Attorneys and all expenses of and incidental to the preparation and registration of transfer, the conveyancing fees, transfer duty (if applicable), disbursements and VAT (if applicable), in respect of such transfer, shall be borne by the **PURCHASER** including all expenses and legal costs incidental to the preparation and registration of any mortgage bond to finance the Purchase Price herein, including any disbursement levied by the financial institution approving the finance.
- 9.5. In the event of the **PURCHASER** failing to comply within 7 (seven) days of being requested by the **SELLER's** Attorneys, to furnish them with signed documents or documentation of whatever nature necessary for effecting transfer, or in the event of the registration of transfer being delayed as a consequence of a default on part of the **PURCHASER** (and the widest possible interpretation shall be used in respect of the terms hereof), then *ipso facto* on the 8th (eighth) day after such request, the **PURCHASER** shall pay to the **SELLER** penalty interest, at the rate of 2% (two per centum) above prime, per month calculated on the balance of the purchase price from the said 8th (eighth) day until the date of transfer, (both days inclusive).
- 9.6. The **PURCHASER** acknowledges and accordingly undertakes to comply with all the FICA requirements as set out in **Annexure "1"** annexed hereto within 7 (seven) days from date of acceptance of this Agreement by the **SELLER** and to supply the **SELLER's** Attorneys all information and documentation required by the **SELLER's** Attorneys to enable the **SELLER's** Attorneys to fulfil their obligations in terms of FICA.
- 9.7. This agreement and the sale contemplated herein shall not be subject to the **PURCHASER** obtaining finance to fund the transaction. The **PURCHASER** warrants that he has the financial ability to proceed with this transaction whether or not a bond is going to be applied for or granted.

10. OCCUPATION AND RISK

- 10.1. Possession and Occupation of the **PROPERTY** shall be given by the **SELLER** and taken by the **PURCHASER** on registration of transfer and from this date all risks and benefits of ownership in respect of the **PROPERTY** shall pass to the **PURCHASER**.
- 10.2. Should the **PURCHASER** and the **SELLER** agree (in writing) to an earlier occupation date and therefore prior to transfer of the property into the name of the **PURCHASER**, the **PURCHASER** shall at its own expense insure the **PROPERTY** and improvements thereon for the full replacement value thereof from date of occupation, against risk of loss or damage by any cause with an insurer acceptable to the **SELLER**. The **SELLER's** interest in the **PROPERTY** shall be endorsed against such policy for such period.
- 10.3. Upon the **PURCHASER** taking occupation of the **PROPERTY** and pending transfer, the following further provisions shall apply –
 - 10.3.1. the **PURCHASER** shall not sell, let or in any other manner dispose of or part with (whether temporarily or otherwise) the **PROPERTY** or his rights of occupation thereof, except with the written consent of the **SELLER**, which consent shall not be unreasonably withheld;
 - 10.3.2. The **PURCHASER** shall be responsible for and pay all costs of electricity and water consumed in the **PROPERTY**.

11. EXISTING TENANCIES

- 11.1. The **SELLER** does not warrant that the **PROPERTY** is currently vacant and gives no undertakings in this regard. It is specifically agreed that it shall be the **PURCHASER's** responsibility, for the **PURCHASER's** own account, to ensure vacant occupation of the **PROPERTY**.
- 11.2. The **PURCHASER** shall be bound by the terms and conditions of all existing leases in respect of the **PROPERTY**, of which he acknowledges he is fully apprised alternatively which he has elected to accept and abide by.

12. REPAIRS AND IMPROVEMENTS

- 12.1. Prior to registration of transfer, the **PURCHASER** shall not be entitled to effect any alterations to the **PROPERTY** without the prior written consent of the **SELLER**.
- 12.2. The **SELLER** shall not be obliged to compensate the **PURCHASER** for any authorised alteration effected in the event of the sale being cancelled.
- 12.3. The **PURCHASER** shall be liable for any damages suffered by the **SELLER** as a result of any alterations effected by the **PURCHASER**, not authorised by the **SELLER**.

13. VOETSTOOTS, EXTENT AND REPRESENTATIONS

- 13.1. The **PROPERTY** is sold “voetstoots” and subject to the terms and conditions and servitudes mentioned or referred to in the current and/or prior Title Deeds and to the conditions of establishment of the Township in which it is situated and to the zoning applied to it under any Town Planning Scheme. The **SELLER** shall not profit by any excess nor shall it be answerable for any deficiency in the extent thereof. Neither the **SELLER** nor the **AUCTIONEER** shall be responsible for pointing out to the **PURCHASER** any surveyor's pegs or beacons in respect of the **PROPERTY** unless requested do so by the **PURCHASER** or unless the **SELLER** and/or **AUCTIONEER** had knowledge of any material deficiencies in the extent.

- 13.2. The PURCHASER acknowledges that he has not been induced into entering into this Agreement by any express or implied information, statement, advertisement or representation made or given any warranties in respect of the PROPERTY or anything relating thereto, by the AUCTIONEER or any other person, or by or on behalf of the SELLER and that is not contained in this Agreement.
- 13.3. 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.

14. **BREACH**

- 14.1. If one of the Parties commits a breach of this Agreement or fails to comply with any of the provisions hereof, then the Aggrieved Party shall be entitled to give the Defaulting Party 7 (seven) days notice in writing to remedy such breach or failure (unless such breach or failure occurs after the transfer documents have been lodged in the Deeds Office for registration, in which case the 7 (seven) day period may, at the election of the Aggrieved Party be reduced to 48 (forty eight) hours). If the defaulting party fails to comply with such notice then the innocent party shall forthwith be entitled, but not obliged, without prejudice to any other rights or remedies which it may have in law, including the right to claim damages:

14.1.1. to cancel this Agreement and upon cancellation: -

14.1.1.1. if the defaulting party is the PURCHASER the SELLER shall be entitled to retain all amounts paid by the PURCHASER, excluding AUCTIONEER's commission, as *rouwkoop* or as a genuine pre-estimate of damage suffered by the SELLER, and furthermore the PURCHASER shall not be entitled to compensation from the SELLER for any improvements of whatsoever nature it may have caused on the PROPERTY, whether with or without the SELLER's consent; and

14.1.1.2. if the defaulting party is the SELLER the PURCHASER shall be entitled to a full refund of all money paid in terms hereof to the SELLER and to the AUCTIONEER and to claim any other damages from the SELLER that it may have suffered as a result of the SELLER's default;

(OR)

14.1.2. To claim immediate performance and/or payment of all the defaulting party's obligations in terms hereof.

- 14.2. Upon cancellation of this Agreement for whatever reason, the PURCHASER hereby undertakes to forthwith vacate the PROPERTY and to procure that the PROPERTY shall be vacated by any persons who occupy the PROPERTY through the PURCHASER's title or by his permission. Occupation shall be re-delivered in the same good condition as at the date of occupation.
- 14.3. Occupation of the PROPERTY by the PURCHASER or persons on the authority of the PURCHASER shall not create a tenancy either in terms of any statutory provision or at common law.

15. **LEGAL COSTS**

The Defaulting Party shall be liable for all legal costs incurred by the Aggrieved Party, the AUCTIONEER and his AUCTIONEER / Attorneys in enforcing the terms of this agreement, on an Attorney and own client scale, including collection commission.

16. **ADDRESS / DOMICILIUM**

- 16.1. The **PURCHASER** and the **SELLER** hereby choose their respective addresses / *domicilium citandi et executandi* for all purposes in respect of this Deed of Sale, including all notices and Court process to be delivered in terms hereof, the address recorded below his signature hereunder. Any notice sent by pre-paid registered post shall be deemed to have been received on the fifth day after posting; any notice delivered by hand shall be deemed to have been received on the day of delivery; any notice sent by telefax or electronically transmitted by email, shall be deemed to have been received on the first business day after date of despatch thereof.
- 16.2. Notwithstanding anything to the contrary herein contained, any written notice or communication actually received by a Party to this Agreement shall be deemed to be adequate written notice or communication to him notwithstanding that it was not sent or delivered at the chosen address / *domicilium citandi et executandi* or transmitted to such Party's telefax number and/or email address as stipulated herein.
- 16.3. The terms of "writing" shall include communications by email or facsimile.
- 16.4. The parties undertake on request to provide the Conveyancing attorney with documentation necessary to comply with FICA (Financial Intelligence Centre Act).

17. **JOINT AND SEVERAL LIABILITY**

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

18. **SECTION 112 AND 115 OF THE COMPANIES ACT**

- 18.1. It is recorded that the **SELLER** and the **PURCHASER** are aware of the provisions of Sections 112 and 115 of the Companies Act 71 of 2008 (as amended) ("Section 112"), namely that if the **SELLER** is a company and if the **PROPERTY** constitutes either all or the greater part of the assets or the undertaking of the **SELLER**, then the directors of the **SELLER** shall not have the power, save by a special resolution of the shareholders of the **SELLER**, to dispose of the **PROPERTY**.
- 18.2. Accordingly, the **SELLER** warrants that the provisions of Section 112 are / are not (delete as appropriate) applicable to the sale of the **PROPERTY**.
- 18.3. If Section 112 is applicable to the sale of the **PROPERTY** and if the directors of the **SELLER** have not already been granted the necessary authority in terms of Section 112 to dispose of the **PROPERTY**, then within 45 (forty five) days of the acceptance date the **SELLER** shall procure that its shareholders pass a special resolution ratifying the sale of the **PROPERTY**.

19. **INSOLVENCY ACT NO. 24 OF 1936**

The Parties agree that notice of the sale of the property, pursuant to this Agreement, will not be published by the **SELLER** and the **SELLER** indemnifies the **PURCHASER** against any claims which may be made arising from the said sale not being advertised. The **SELLER** warrants the **PURCHASER** that if any proceedings of any kind referred to in SECTION 34 of the Insolvency Act No. 24 of 1936, are instituted prior to the date of transfer, it will immediately pay all amounts due by the entity that has instituted such proceedings. The **SELLER** furthermore indemnifies and holds the **PURCHASER** harmless against any losses or damages that the **PURCHASER** may suffer by reason of such proceedings being instituted.

20. 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:

- 20.1. the aforesaid notice shall be handed to the **SELLER** by not later than 24h00 on the same day as the acceptance date by the **SELLER**;
- 20.2. the notice shall set out the name and address of the nominee so nominated as **PURCHASER**;
- 20.3. the notice shall be accompanied by the nominee's written acknowledgement:
 - 20.3.1. that it is fully aware of all the terms and conditions of this Deed of Sale as if fully set out in such written acknowledgement; and
 - 20.3.2. that it is bound by the provisions of this Deed of Sale as the **PURCHASER**;
- 20.4. should the **PURCHASER** nominate a nominee in terms of this clause, then:
 - 20.4.1. all reference to the **PURCHASER** in this agreement shall be deemed to be a reference to its nominee; and
 - 20.4.2. 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*.

21. COMPANY TO BE FORMED

- 21.1. In the event of the **PURCHASER** signing this agreement in his capacity as AGENT for a company to be formed and the **PURCHASER** fails within 20 (twenty) days from date of acceptance and confirmation of this agreement to register such company having as one of its objects the ratification and adoption of this agreement, or such company fails to adopt or ratify this agreement within 15 (fifteen) days after date of its incorporation, then in such an event the **PURCHASER** shall be deemed as from the date thereof to have entered into this agreement in his personal capacity and to have acquired all the rights and obligations of the **PURCHASER** under this agreement.
- 21.2. In the event of such company being registered and duly adopting or ratifying this agreement, or the nomination effected, then the **PURCHASER** by his signature hereunder, shall be deemed to bind himself to the **SELLER** as surety and co-principal debtor *in solidum* with such company for the due performance by it as **PURCHASER** of the terms, conditions and obligations arising out of this agreement.

22. COMPANIES, CLOSE CORPORATIONS, ASSOCIATIONS OR TRUSTS

- 22.1. Should the **PURCHASER** be a company, close corporation, association or trust, the person signing this agreement on behalf of such **PURCHASER**, by his signature hereto interposes and binds himself as surety for and co-principal debtor with the **PURCHASER** for the due and proper discharge of all its obligations arising from this agreement.

22.2. If any individual person to be representing another person including a company, close corporation, association or trust, and signs this Deed of Sale on that basis, that individual shall by signing this agreement on behalf of such other person be held personally liable for the due and proper discharge of all the PURCHASER's obligations in terms of this Deed of Sale and that individual shall be deemed to be the PURCHASER where such other person does not exist at the time of signing this Deed of Sale by that individual. This provision does not apply to instances contemplated in clause 19.

23. **ELECTRICAL INSTALLATION CERTIFICATE OF COMPLIANCE (IF APPLICABLE)**

23.1 The PURCHASER hereby undertakes to furnish the SELLER's Attorneys, prior to transfer by the SELLER, with a Certificate of Compliance in respect of the PROPERTY and any electric fence (if applicable), in terms of the Electrical Installation Regulations of 2009 under the Occupational Health and Safety Act (Act No. 85 of 1993, as amended), issued by an electrical contractor who is registered in terms of the Regulations. All costs incurred in obtaining such a certificate, including costs of any repairs or replacements required in order for the certificate to be issued, shall be borne by the PURCHASER.

24. **GAS INSTALLATIONS (IF APPLICABLE)**

If required, the PURCHASER shall at his expense, obtain a Certificate of Conformity from an authorised person, or an approved inspection authority in respect of the gas installations on the property, in accordance with the provisions of the Occupational Health and Safety Act No. 85 of 1993 and the regulations promulgated there under (as amended from time to time) prior to the registration of transfer.

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

If required, the PURCHASER undertakes, prior to the Transfer Date, at its expense to have the accessible timber of the Property inspected by a Government approved Beetle Contractor and to replace any timber reported to be infested with oxypyleuris nodieri and/or hylotrupes bajulus with pre-treated timber, and thereafter to provide to the Purchaser, a normal beetle-free inspection certificate.

26. **PLUMBING (IF APPLICABLE)**

If required by law, the PURCHASER shall at his own cost prior to transfer, submit a Plumbing Certificate from an accredited plumber to the transferring attorney.

27. **DISPUTE RESOLUTION: MEDIATION THEN ARBITRATION**

27.1. Should any dispute, disagreement or claim arise between the parties, which includes the AUCTIONEER, ("the dispute") concerning this agreement then the parties shall, notwithstanding anything to the contrary contained herein, have the right, but not be obliged, to:

27.1.1. submit the dispute to mediation to be administered by the Arbitration Foundation of Southern Africa ("AFSA"), upon such terms as agreed between the parties and the secretariat of AFSA; and

27.1.2. Failing agreement as aforesaid within 7 (seven) days of the dispute being submitted to mediation, the parties shall refer the dispute to arbitration as provided below.

27.2. Failing agreement as referred to above, the dispute shall be submitted to arbitration for final resolution in accordance with the rules of the AFSA by an Arbitrator or Arbitrators appointed by the AFSA.

27.3. Unless otherwise agreed in writing by all the parties, any such mediation or arbitration shall be held in Pretoria, South Africa.

- 27.4. The decision of the arbitrator shall be final and binding on the parties to the dispute and may be made an order of the court at the instance of any of the parties to the dispute. The parties hereby exclude all rights of appeal, which might otherwise be conferred upon them by law.
- 27.5. The parties agree to keep the arbitration (including the subject matter of the arbitration and the evidence heard during the arbitration) confidential and not to disclose it to anyone except for purposes of obtaining an order of court as contemplated herein.
- 27.6. The provisions herein constitute an irrevocable consent by each party to any proceedings in terms hereof and no party shall be entitled to withdraw therefrom or claim at any such proceedings that it is not bound by such provisions if invoked by the other. Such provisions are further severable from the rest of this Agreement and shall remain in effect despite the termination of or invalidity for any reason of this Agreement.

28. MAGISTRATES' COURT JURISDICTION

The Parties hereto consent to the jurisdiction of the Magistrates' Court in terms of Section 45 read with Section 28 of the Magistrates' Court Act of 1944 as amended. Notwithstanding the aforementioned, this shall not preclude either Party from approaching the High Court of South Africa for any relief sought. This Agreement shall further be governed in terms of the law of the Republic of South Africa.

29. GENERAL CLAUSES

- 29.1. This Deed of Sale constitute the whole agreement between the Parties as to the subject matter hereof and no agreement, representation or warranty between the Parties other than those set out herein are binding on the Parties.
- 29.2. No extension of time, waiver, indulgence or suspension of any of the provisions of this agreement, which any Party hereto may have given, shall be binding unless recorded in a written document signed by all Parties.
- 29.3. No variation or alteration or cancellation of this Deed of Sale or any of the terms hereof, shall be of any force or effect, unless in writing and signed by the Parties hereto.
- 29.4. Words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include the feminine and words importing persons shall include partnerships and bodies corporate, and *vice versa*.
- 29.5. The Parties signing this document confirm that they have read and understood all of the terms and conditions contained herein and agree that they are bound hereto.
- 29.6. The **SELLER** and the **PURCHASER** warrant that they are duly authorised to sign this Deed of Sale.
- 29.7. In the event that the property sold in terms hereof forms part of a sectional scheme or Homeowners Association, then the **PURCHASER** acknowledges that the owner and the property are subject to the rules and regulations of the Body Corporate or Homeowners Association, which have been promulgated. The **PURCHASER** warrants he has read and familiarised himself with the applicable rules and regulations and undertakes to sign all documents and do all things necessary in order for him to become and remain a member of the Body Corporate or the Homeowners Association for as long as he is the owner of the section purchased in terms of this agreement. Where relevant it is recorded that the developer has secured and reserved for himself a real right of extension in respect of the property and that the **PURCHASER** purchases this property accepting the developer's real right of extension.

30. **CONDITION OF THE PROPERTY**

The **SELLER** discloses to the **PURCHASER** that the property is not new, forms part of a Liquidation and is sold on an "as is" condition. The **PURCHASER** acknowledges the aforesaid condition of the property and accepts the PROPERTY in that condition. Accordingly, the **PURCHASER** shall have no claim against the **SELLER** in respect of the condition of the property, which conditions may include, without limitation that the property is not suitable for the purpose for which it is generally intended or that the property is not of good quality, in good working order and / or free of any defects.

CONSUMER PROTECTION ACT

In the event that this agreement is subject to the provisions of the Consumer Protection Act 68 of 2008, then in such event the **SELLER** and the **PURCHASER** hereby incorporate by agreement those provisions of the Act that are applicable to this transaction.

In particular and notwithstanding anything to the contrary hereinbefore contained:

The notice for any breach by the **PURCHASER** shall be 20 working days.

The cooling off provisions contained in section 16 of the Act shall apply only if this transaction arose as a result of direct marketing.

THE PROPERTY WAS PUT UP FOR SALE BY PUBLIC AUCTION ON THE 7TH – 8TH DAY OF OCTOBER 2025,

And sold by the rise for the amount of R _____

(words) _____

(PLUS VALUE ADDED TAX IF APPLICABLE)

COMPANY/ CLOSE CORPORATION/ TRUST/ OTHER _____

(hereinafter referred to as the "**PURCHASER**")

ENTITY REGISTRATION NO.: _____

ENTITY ADDRESS: _____

TELEPHONE DETAILS: (landline) _____

(Fax) _____

(Email) _____

(Cell) _____

TO:
MR/MRS/MS _____

(hereinafter referred to as the "PURCHASER")

IDENTITY NO.: _____

ADDRESS: _____

TELEPHONE DETAILS: (home) _____

(Work) _____

(Fax) _____

(Email) _____

(Cell) _____

MARITAL STATUS _____ (In/Out of Community of PROPERTY)

SPOUSE'S NAME _____

SPOUSE'S ID NO _____

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 THIS AGREEMENT.

SIGNED BY THE PURCHASER AT _____ ON THE ____ DAY OF _____

AS WITNESS:

1. _____

PURCHASER (and where applicable, the signatory binding himself as surety and co-principal debtor *in solidum*)

AS WITNESS:

1. _____

BIDDERS' CHOICE (PTY) LTD duly authorised (Bidders' Choice hereby accepts all the rights conferred upon it in terms of this Agreement)

Bidders Choice hereby warrants the validity of its Fidelity Fund Certificate as at the date of signature of this Agreement.

ACCEPTANCE AND CONFIRMATION

SIGNED BY THE SELLER AT _____ ON THE ____ DAY OF _____

AS WITNESS:

1. _____

SELLER (and where applicable the

SELLER is duly authorised)

SELLER'S ADDRESS:

DEED OF SURETYSHIP

I / We the undersigned, _____

ID NUMBER: _____

do hereby interpose and bind myself / ourselves as surety and co-principal debtor/s in solidum for and on behalf of the **PURCHASER** to and in favour of the **SELLER** and the **AUCTIONEER** for all the obligations of the **PURCHASER** under this agreement and in particular for all amounts of money that may be due, including damages, from whatsoever cause arising under renunciation of the benefits of division and excussion. I/We do accept *domicilium et executandi* at the address hereinafter set out.

THUS DONE AND SIGNED at _____ this _____ day of _____

AS WITNESSES:

1. _____
_____ **SURETY**

2. _____
_____ **SELLER**

BIDDERS' CHOICE (PTY) LTD duly authorised

SURETY ADDRESS: _____

Tel No: _____

INFORMATION FOR CONVEYANCER AND ADMINISTRATION
PURCHASER SPOUSE / CO-PURCHASER

SURNAME		
FIRST NAMES		
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 NUMBERS		

ANNEXURE 1
BIDDERS CHOICE (PTY) LTD
FINANCIAL INTELLIGENCE CENTRE ACT (FICA), 2001

PURCHASER PROFILE

FICA REQUIREMENTS: Natural Persons

1. South African identity document / Foreigner 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. ANC or COP

If Married

5. Marriage certificate –
Community of property – Copy of spouses ID
Ante nuptial Contract – Copy of contract
6. 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
8. Name of the country/state governing your marriage, i.e. the country where the Buyer was living at the time of the marriage with the intention of staying there permanently.

FICA REQUIREMENTS: 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
- with the following attached:

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.)

- Detailed FICA requirements for Entities or other, if applicable, will be supplied to such Purchasers, in due course.

4. PROPERTY DESCRIPTION & LOCALITY

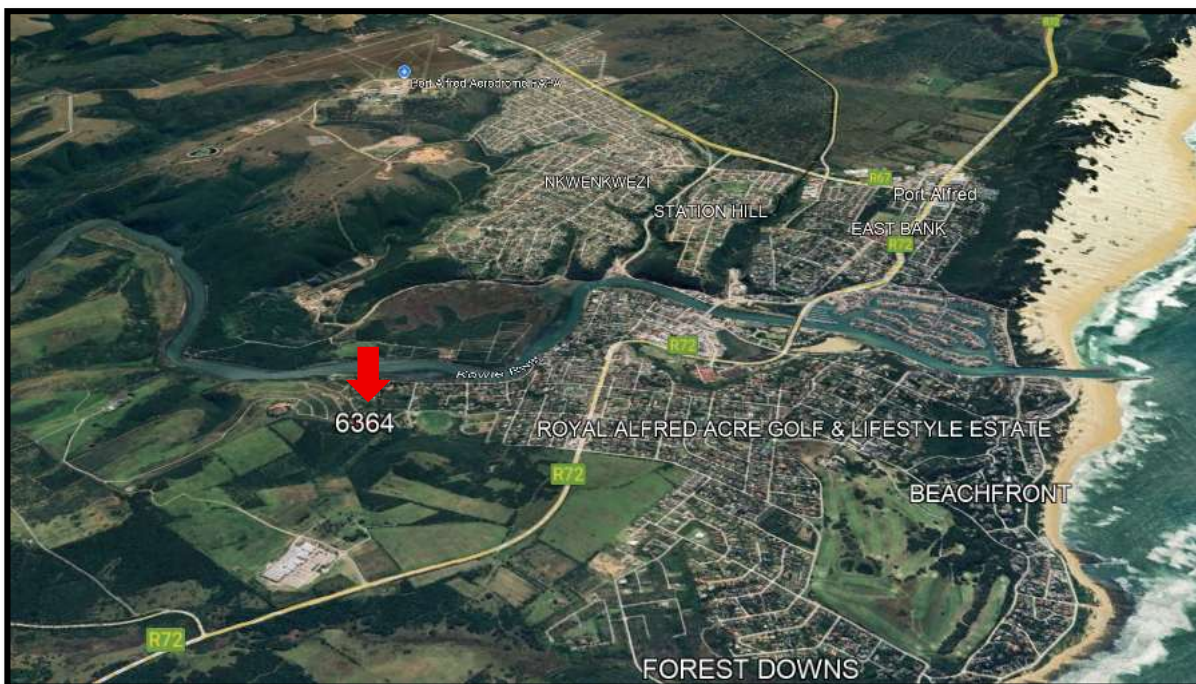
The subject property is a vacant stand with an extent of $\pm 834\text{m}^2$ and located in the upper section of Riverview Waterfront Estate, offering scenic views of the Kowie river.

It is located at 9 William Reed Road which falls within the West Bank neighbourhood and is known for its serene environment and close proximity to the Kowie River.

The subject area is part of an upmarket and well-developed street, where property sizes typically exceed $\pm 600\text{m}^2$.

Port Alfred itself is known for its beautiful beaches and situated between the cities of East London and Gqeberha, making it a convenient spot for both locals and visitors.

GPS Coordinates: 33°35'36.13"S 26°52'0.64"E



5. PROPERTY IMAGES



6. TITLE DEED

We await a copy of the title deed

7. SURVEYOR GENERAL PLAN

CDR

S.G.No. 7101/2005

SHEET NO. 3 OF 3 SHEETS

APPROVED :


SURVEYOR GENERAL
29-1-2007

(PORT ALFRED ALLOTMENT AREA)

GENERAL PLAN NO. 7101 /2005

OF THE SURVEY OF THE SUBDIVISION OF

ERF 6710 PORT ALFRED

SITUATE IN THE NDLAMBE LOCAL MUNICIPALITY AND

ADMINISTRATIVE DISTRICT OF BATHURST

PROVINCE OF THE EASTERN CAPE

Surveyed In May 2006 by me

A.A. REABOW (PLS 0868)
PROFESSIONAL LAND SURVEYOR

REFERENCE MARKS

SYSTEM	WG	2 nd	CO-ORDINATES
CONSTANTS			
RM1 @	+ 12 417,86	+ 18 319,03	
RM2 @	+ 12 310,84	+ 18 465,60	
RM3 @	+ 12 375,57	+ 18 556,09	
RM4 @	+ 12 593,57	+ 18 434,47	

DESCRIPTION OF BEACONS

RM1, RM2, RM3, RM4 12mm ROUND IRON PEG IN CONCRETE

A, B, C, D 12mm ROUND IRON PEG

E 20mm ROUND IRON PEG

F PLANTED STONE

G IRON STANDARD

ALL PLACED BEACONS 12mm ROUND IRON PEG

S.G. FILE NO. S/4842 v. 4

S.R. No. E 3142/2005

COMP: PB-6BC/X52 (2152)

LPI C0080007

7101/2005 SHT. 3

8. MUNICIPAL ACCOUNT

We await a copy of same. Should same become available, we reserve the right to amend this bidders information pack.

9. HOMEOWNERS ASSOCIATION RULES AND REGULATIONS



RIVERVIEW WATERFRONT

ESTATE

HOME OWNERS ASSOCIATION

CONSTITUTION

Table of Contents

ANNEXURES:	3
REVISION HISTORY:	4
1. NAME	6
2. DEFINITIONS	6
3. OBJECT AND PURPOSE	7
4. MEMBERSHIP	8
5. CESSATION OF MEMBERSHIP	12
TRUSTEES	13
6. TRUSTEE COMMITTEE	13
7. REMOVAL & ROTATION OF TRUSTEE MEMBERS	14
8. OFFICE OF TRUSTEES	15
9. FUNCTIONS & POWERS OF THE TRUSTEE COMMITTEE	16
10. OTHER PROFESSIONAL OFFICERS	17
11. PROCEEDINGS OF THE TRUSTEE COMMITTEE	18
GENERAL MEETINGS	19
12. GENERAL MEETINGS OF THE ASSOCIATION	19
13. NOTICE OF MEETING	20
14. SERVICE OF NOTICES	21
15. VENUE OF MEETINGS	21
16. QUORUM	22
17. AGENDA AT MEETINGS	22
18. PROCEDURE AT GENERAL MEETINGS	23
19. PROXIES	24
20. VOTING	25
FINANCIAL	26
21. FINANCIAL YEAR END	26
22. ACCOUNTS	27
23. AUDIT	27
24. INDEMNITY	28
25. PAYMENT OF LEVIES/BREACH	29
26. WATER	31
27. RATES AND TAXES	31
PROPERTY	31
28. TRANSFER OF COMMON PROPERTY	31
29. DEALINGS WITH THE COMMON PROPERTY	32
30. SUBDIVISION / REZONING AND NOT MORE THAN ONE DWELLING	33
31. BUILDING STANDARD RULES	33
32. AESTHETICS APPROVAL	34
33. FURTHER DEVELOPMENT	34

34.	MAINTENANCE	35
35.	USE OF FACILITIES.....	36
	CONDUCT RULES	37
36.	USE OF PROPERTY AND/OR COMMON PROPERTY	37
37.	DAMAGE, ALTERATIONS OR ADDITIONS TO A HOME, OR COMMON PROPERTY	38
38.	BEHAVIOUR OF OWNERS, OCCUPIERS, GUESTS	39
39.	REFUSE DISPOSAL.....	39
40.	VEHICLES.....	40
41.	PARKING	42
42.	ANIMALS, REPTILES AND BIRDS (DOMESTIC PETS, RESTRICTED TO DOGS) 43	
43.	LEVIES.....	44
44.	INSURANCE	44
45.	LETTING OF UNITS	45
46.	ERADICATION OF PESTS.....	45
47.	WALKWAYS	45
48.	ACTIVITIES ON COMMUNAL AREAS.....	46
49.	MOORING SLIPWAY.....	46
	GENERAL	48
50.	RULES OF A GENERAL NATURE.....	48

ANNEXURES:

- (a) Architectural Design Manual
- (b) Building Policy
- (c) Special Resolution – 2nd December 2011 addressing the consolidation of
Erven and homeowners obligations to pay levies thereon

REVISION HISTORY:

Item	Contributor	Date	Version Number	Revision / Change Description
1.	CyberAds / Lex-Icon	2006	Ver. 0.1	Initial Document Draft
2.	RWEHOA Committee	AGM 2006	Ver. 1	Acceptance of the Constitution by RWEHOA at the Annual General Meeting
3.	Lex-Icon	16 July 2011	Ver. 1.1	Inclusion of sub-section 4.6 under Membership; addressing levy responsibilities w.r.t the consolidation of erven in The Estate
4.	RWEHOA Committee	2 nd December 2011	Ver. 2	Special Resolution Adopted at AGM - for the inclusion of Sub-Section 4.6 relating to the consolidation of Erven & levy obligations of homeowners – by the RWEHOA
5.	2017 Committee / Chairman – R. Verschoor	01/02/2017	Ver. 2.1	A) Enumerated entire document B) Added page numbers, headers & footers C) Added document versioning D) Modified table of contents E) Replacement of entire section 25 and Inclusion of new section 25 (as approved by 2016 AGM); addressing the recommended changes w.r.t. debt collection facilitation changes
6	2023 Committee / SGM held 15 th February 2023	15/02/2023	Ver. 2.2	A) Amended date & version # B) Replacement of Clause 4.6 with the amendment as approved unanimously by the SGM held on the 15th February 2023

March 5, 2024

Item	Contributor	Date	Version Number	Revision / Change Description
7	2024 Committee / HOA SGM held 5 th March 2024	5/03/2024	Ver. 2.3	A) Amended date & version # B) Added description to clause 2.4 to cover new clause 4.9 definitions C) Inserted clause 4.9 as unanimously approved by the SGM held on the 5 th March 2024 D) Fixed spelling in item 6 above

1. NAME

The name of the Association is: "Riverview Waterfront Estate Home Owners Association".

2. DEFINITIONS

2.1. The "head notes" to the paragraphs in this constitution are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate.

2.2. Words importing the singular shall include the plural and vice versa.

2.3. Words importing the masculine shall include the feminine.

2.4. Unless the context clearly indicates a contrary intention, the following words and expressions shall bear the following meanings, recording however that the additional definitions given in clause 4.9 and its sub clauses are used with special relevance to those clauses, which deal with the special arrangements as approved by a special resolution, pertaining to erven **8443, 8444, 8445 and 8446**.

2.4.1. "the Developer" shall mean Cyber Ads (Pty) Ltd, Registration No. 2002/020918/07 or any successor in title or nominee.

2.4.2. "the development" or "the estate" shall mean the land together with all improvements and services thereon.

2.4.3. "erf" shall mean a portion of private land owned by a Member within the development which shall have been allocated a cadastral number by the surveyor general upon approval of the general plan.

2.4.4. "the common property" shall mean the land transferred to the Association, which shall include Private Roads,

Private Open Spaces but excluding the conservation areas and the land which remains the property of the Developer.

2.4.5. "the general plan" shall mean the various general plans relating to the land as approved by the surveyor general;

2.4.6. "the association" shall mean the Riverview Waterfront Estate Home Owners Association;

2.4.7. "the Act" shall mean the Companies Act No. 61 of 1973.

2.4.8. "occupant" shall mean any person lawfully occupying an erf by virtue of his relationship to or with a Member of the Association.

2.4.9. "DRC" means the Architectural Design Review Committee.

3. OBJECT AND PURPOSE

3.1. The main business of the Association is to promote, advance and protect the interests of its Members, relative to their ownership of erven in the development.

3.2. The main object and purpose of the Association is to provide for:

the promotion and enforcement of standards in keeping with the character of the Riverview Waterfront Estate development, in such a way that Members derive the maximum collective benefit.

control over and protection and maintenance of the common property of areas regarded as common to all Members

maintenance of services, amenities and common property, and to apportion the expenses in relation thereto between the Members by the charging of levies to the Members and

protection of the Conservation area which is applicable at that stage of development

4. MEMBERSHIP

4.1. Membership of the Association shall be limited to registered owners of erven in the development which Membership shall commence simultaneously with the transfer of the erf in the development into the name of the registered owner; provided that:

4.1.1. a person who is entitled to obtain in terms of the provisions of Section 43 of Act/1937 a Certificate of Registered Title to any such erf shall be deemed to be registered owner thereof;

4.1.2. when any such owner is more than one person or entity, all the registered owners of that erf shall be deemed, jointly and severally, to be one Member of the Association.

4.2. When a Member ceases to be the registered owner of an erf, he shall immediately cease to be a Member of the Association. The registered owner of an erf may not resign as a Member of the Association.

4.3. The rights and obligations of a Member are not transferable and every Member shall;

4.3.1. to the best of his ability further the aims and objects of the Association and;

4.3.2. observe and be bound by, this constitution and all rules and regulations made by the Association or by the Trustee Committee from time to time.

4.4. Nothing contained in this constitution shall prevent a Member from ceding his rights in terms of this constitution as security to the mortgagee of that Member's erf.

4.5. Each Member of the Association shall be jointly liable for any expenditure incurred in connection with the main object or purpose of the Association and for anything done by the Association with the intention of benefiting its Members. The Association shall charge monthly levies to cover all expenses which are incurred or anticipated, and which shall be borne by each Member equally, provided that the deeming provision of Clause 4.1.1 does not apply to this clause.

4.6. The monthly levy shall be raised on each erf and shall be payable by the registered owner thereof, who shall remain responsible for the payment of such levy even though he may have leased to a tenant the erf and/or the improvements thereupon. If an erf has been subdivided each of those subdivision portions shall be considered an erf and each shall attract the full levy payable on an erf and the remaining portion of the original erf shall continue to attract the full levy as was charged on that erf before subdivision. Where an erf has been consolidated with another erf or erven, the levy that was raised on each erf prior to its consolidation with another or others shall be aggregated and such combined amount raised on the consolidated erf. All proposed subdivisions and consolidations save as may be otherwise provided herein, shall require the written consent of the Association which shall not be unreasonably withheld. In giving consent the Association be entitled to attach conditions thereto provided same are not unreasonable.

4.7. No Member shall be entitled to transfer an erf, unless a duly authorised representative of the Trustee Committee or the relevant party to which such function has been delegated has in writing consented to the transfer, and the following conditions of title are imposed, namely:

4.7.1. The property, or any part thereof, shall not be transferred without the written consent of the Riverview Waterfront Estate Home Owners' Association of which the Purchaser and his successors in title, for in so long as they are the registered owners of the property, shall be obliged to be a Member and bound by its constitution, rules and regulations.

4.8. A consent to transfer as contemplated above shall be withheld by the Trustee Committee until the following have been complied with:

4.8.1. Levies and any other amounts due to the Association by the registered

owner (and all occupants claiming through him) of the property sought to be transferred, have been paid up to date to transfer or that provision has been made to the satisfaction of the Trustee Committee` for the payment thereof against registration of transfer.

4.8.2. All structures and improvements on the property sought to be transferred, not approved of by the DRC of the Association as contemplated herein, have been removed to the satisfaction of the DRC or the approval of the DRC has been given in respect of such structures or improvements, as contemplated herein.

4.9. There are 4 large erven near the waterfront which are now owned by the Association, and the following special provisions apply to these erven.

4.9.1. These erven are each comprised of the consolidation of a number of erven, as set out below. A reference to an "owner" shall for purposes of this clause, mean a person, natural or juristic., who purchases one or more of the special consolidated erven or any subdivided portion thereof, upon such owner taking transfer of same as recorded in the relevant Deeds Registry.

Erf 8443 = originally 2 erven

Erf 8444 = originally 4 erven

Erf 8445 = originally 5 erven

Erf 8446 = originally 6 erven

4.9.2. Should the Association sell any one or more of the consolidated erven (hereinafter referred to as the "special consolidated erf/erven"), any purchaser of same from the association and such purchasers' successors in title shall as from registration of transfer into its name be liable for the monthly payment of one levy per month in respect of such special consolidated erf (plus of course the Local Authority rates and taxes). In the event of an owner of a special consolidated erf causing the special consolidated erf to be subdivided in any manner or shape, and the owner taking out a CRT (certificate of consolidated title) or selling an erf constituted by the subdivision, the owner upon a CRT having been issued by a Deeds Office shall become liable for the Association monthly levy arising from such CRT

created by the subdivision, in addition to him having to continue paying the monthly levy on the now reduced in size special consolidated erf, for as long as he still owns any portion of the original special consolidated erf. Any purchaser of an erf created by subdivision of any special consolidated erf shall as from the day such purchaser takes transfer of such erf, become liable for the monthly levy on such erf (plus the Local Authority rates and taxes).

4.9.3. It is specially provided that an owner of a special consolidated erf or any portion thereof being an erf, shall not be permitted to erect more than one freehold dwelling unit thereupon, not more than two stories, with the main dwelling having a floor area of not less than 130m² (*This area shall exclude covered verandas and walkways, garages, staff facilities and entrance porches*), provided however, that any such owner shall be entitled to build a residential Sectional Title Scheme of not more than two stories, with the section comprising the main dwelling having a floor area of not less than 130m² (*This area shall exclude covered verandas and walkways, garages, staff facilities and entrance porches*), and intended for occupation by the owners of sections they purchase in such a scheme, and as regulated by legislation in force from time to time, provided any such owner first obtains the required zoning consent and all other required consents and permissions from all relevant authorities specifically excluding the building of multi dwelling single units. The registered owner from time to time of any section (as defined in the Sectional Titles Act as amended from time to time) which constitutes a main dwelling unit in such scheme, shall be liable to pay levies to the Association. For the sake of clarity, a section which comprises only a parking area or a store room or another area and/or a combination of areas not being or not including the main dwelling unit, shall attract no levy liability to the Association. The aforesaid paragraph does not in any way detract from the obligations of a sectional title unit owner to pay levies to the Body Corporate of the said Sectional Title Scheme.

4.9.4. All property owners (improved or unimproved erven) adjacent to any proposed Sectional Title development shall be provided with a copy of plans and perspectives of any such proposed development and shall have 14 days to comment. Such comments shall be given to the Association committee and shall receive their respectful consideration. This is obviously without

prejudice to the right of any person who feels they may be prejudiced by a proposed development to object thereto.

4.9.5. Every registered owner, natural or juristic, of a section in a Sectional Title Scheme, shall automatically be a member of the Association and shall have one vote, notwithstanding that such owner may own more than one Section.

4.9.6. Should this proposed resolution be approved in its current format or with amendments thereto, and should any dispute or confusion thereafter arise regarding any aspect of its contents, be it regarding any fact or interpretation, whether related or not to a special consolidated erf or any portion thereof or to any Sectional Title Scheme (whether proposed or in existence), every member, current and future, of the Association, shall be deemed to have agreed that the committee then in existence shall have the final right of determination in the event such a dispute or confusion arises. Such determination shall be without recourse (save in the event of manifest error). The Association shall under the guidance of their legal advisors include in the property sales document of a special consolidated erf the appropriate conditions attaching to such land and its use, and thereby becoming a condition of title (contained in the title deed). Failing this, the owners of a special consolidated erf or any portion thereof are hereby deemed to have granted their consent for such additional wording as provided for in this special resolution.

5. CESSATION OF MEMBERSHIP

No Member ceasing to be a Member of the Association for any reason shall, (nor shall any such Member's executors, curators, trustees or liquidators) have any claim upon or interest in the funds or other property of the Association, but this clause shall be without prejudice to the rights of the Association to claim from such Member or his estate any arrears of levies or other sums due from him to the Association at the time of his so ceasing to be a Member.

TRUSTEES

6. TRUSTEE COMMITTEE

6.1. There shall be a Trustee Committee for the Association which shall consist of not less than 5 (FIVE) and not more than 7 (SEVEN) Members.

6.2. A Trustee Member shall be an individual, and must be a Member of the Association.

6.3. The Trustee Committee shall have not less than two representatives of the Developer until the development has been entirely completed.

6.4. At a meeting of the trustees 50% (Fifty Percent) of the number of trustees, but not less than three shall form a quorum. If the number of trustees falls below the number necessary to form a quorum, the remaining trustees who shall not be less than three, may continue to act, but only for the purpose of appointing or co-opting additional trustees to make up a quorum or for the purpose of convening a general meeting of owners.

6.5. In the event of any decision resulting in a deadlock, the Chairman shall have the casting vote

6.6. In the event that the decision shall affect the rights or obligations of the Developer in any manner whatsoever, such decision shall not be valid and binding, unless the Developer forms part of the quorum and the Developer shall further have the right to veto any such decision.

7. REMOVAL & ROTATION OF TRUSTEE MEMBERS

7.1. Save as set forth in 7.2 below, each Trustee shall continue to hold office until the Annual General Meeting following his said appointment, at which meeting each trustee shall be deemed to have retired from office upon the election or re-election of the new trustees, but each trustee will be eligible for re-election to the Trustee Committee at such meeting.

7.2. A Trustee shall be deemed to have vacated his office as such upon:

7.2.1. his estate being sequestrated, whether provisionally or finally, or his surrendering his estate;

7.2.2. his making any arrangement or compromising with his creditors;

7.2.3. his conviction for any offence involving dishonesty;

7.2.4. his becoming of unsound mind or being found a lunatic;

7.2.5. his resigning from such office;

7.2.6. his death;

7.2.7. his being removed from office as provided in Section 220 of the Act, provided that anything done in the capacity of a Trustee in good faith, by a person who ceases to be a Trustee, shall be valid until the fact that he is no longer a Trustee has been recorded in the Minute Book of the Trustee Committee.

7.3. Upon any vacancy occurring on the Trustee Committee prior to the next Annual General Meeting, the vacancy in question shall be filled by a person nominated by those remaining for the time being of the Trustee Committee.

8. OFFICE OF TRUSTEES

8.1. The Trustees shall appoint from amongst themselves, a Chairman and Vice-Chairman.

8.2. The first Chairman, and Vice-Chairman, shall be appointed by the Developer, and such office bearers shall hold their respective offices until the First Annual General Meeting following the date of their appointment, provided that any such office shall ipso facto be vacated by the Trustee holding such office upon his ceasing to be a Trustee for any reason.

8.3. Within 7 (seven) days of the holding of such Annual General Meeting, the Trustee Committee shall meet and shall elect from its own number the Chairman and Vice-Chairman, who shall hold their respective offices until the next Annual General Meeting held after their said appointment, provided that the office of the Chairman or Vice-Chairman shall ipso facto be vacated by the Trustee holding such office upon his ceasing to be a Trustee for any reason. No one Trustee shall be appointed to more than one of the aforesaid offices.

8.4. In the event of any vacancy occurring in any of the aforesaid offices at any time, the Trustee Committee shall immediately meet to appoint one of their number as a replacement to such office.

8.5. Save as otherwise provided in these presents, the Chairman shall preside at all meetings of the Trustee Committee, and all general meetings of Members, and shall perform all duties incidental to the office of Chairman and such other duties as may be prescribed by the Trustee Committee or by the Members, and to allow or refuse to permit invitees to speak at any such meetings, provided however, that any such invitees shall not be entitled to vote at any such meetings.

8.6. The Vice-Chairman shall assume the powers and duties of the Chairman in the absence of the Chairman, or his inability or refusal to act as Chairman, and shall perform such other duties as may from time to time be assigned to him by the Chairman or by the Trustee Committee.

8.7. Trustees shall not be entitled to be repaid expenses incurred by them in or about the performance of their duties.

8.8. The duration of the Trustees' appointment shall not be less than one year.

9. FUNCTIONS & POWERS OF THE TRUSTEE COMMITTEE

9.1. Subject to the express provisions of this constitution, the Trustee Committee shall manage and control the business and affairs of the Association, shall have full powers in the management and direction of such business and affairs and, save as may be expressly provided in this constitution, may exercise all such powers of the Association, and do all such acts on behalf of the Association as may be exercised and done by the Association, and as are not either by virtue of the provisions of the Companies Act, or by this constitution required to be exercised or done by the Association in general meeting, subject nevertheless to any regulations as may be prescribed by the Association in general meeting from time to time, provided that no regulation made by the Association in general meeting shall invalidate any prior act of the Trustee Committee which would have been valid if such regulation had not been made.

9.2. The Trustee Committee shall have the right to vary, cancel or modify any of its decisions and resolutions from time to time.

9.3. The Trustee Committee shall have the right to co-opt onto the Trustee Committee any person or persons chosen by it. A co-opted Trustee shall enjoy all the rights and be subject to all the obligations of the Trustees.

9.4. The Trustee Committee may, should it so decide, investigate any suspected or alleged breach by any Member or Trustee, in such reasonable manner as it shall decide from time to time.

9.5. The Trustee Committee may make regulations and/or by- laws, not inconsistent with this constitution, or any direction given at any General Meeting:

- 9.5.1. as to the settlement of disputes, generally;
 - 9.5.2. for the furtherance and promotion of any of the objects of the Association;
 - 9.5.3. for the better management of the affairs of the Association;
 - 9.5.4. for the advancement of the interests of Members;
 - 9.5.5. for the regulation and control of the conduct of Members and occupants while in the estate, whether on erven or on the common property,
 - 9.5.6. governing the manner and methods of the use of the common property by or on behalf of the Members of the Association or any occupant;
 - 9.5.7. for the conduct of Trustee Committee meetings and general meetings; and
 - 9.5.8. to assist it in administering and governing its activities generally; and shall be entitled to cancel, vary or modify any of the same from time to time.
- 9.6. For the purpose of transacting its business as provided herein, the Trustee Committee shall be entitled to open and operate a banking account in the name of the Association at a registered banking institution.

10. OTHER PROFESSIONAL OFFICERS

Save as specifically provided otherwise in this constitution, the Trustee Committee shall at all times have the rights to engage on behalf of the Association, the services of Accountants, Auditors, Attorneys, Advocates, Architects, Engineers, any other professional person or firm and/or any other employee/s whatsoever, for any reasons deemed necessary by the Trustee Committee and on such terms as the Trustee Committee shall decide.

11. PROCEEDINGS OF THE TRUSTEE COMMITTEE

- 11.1. The Trustee Committee may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit, subject to any provisions of these presents.
- 11.2. Meetings of the Trustee Committee shall be held at least once every quarter, provided that if all the Trustees shall in writing have waived the above requirement in respect of a particular quarter then no meeting of the Trustee Committee needs be held for that quarter.
- 11.3. The quorum necessary for the holding of any meeting of the Trustee Committee shall be 3 (THREE) Trustees where there are 5 (FIVE) Trustees and 4 (FOUR) Trustees where there are more than 5 (FIVE) Trustees, providing that the Developer is present at all times and represented by at least 2 Trustees.
- 11.4. The Chairman shall preside as such at all meetings of the Trustee Committee, provided that should at any meeting of the Trustee Committee the Chairman not be present within 5 (five) minutes after the time appointed for the holding thereof, then the Vice-Chairman shall act as Chairman at such meeting, provided further that should the Vice-Chairman also not be present within 5 (five) minutes of the time appointed for the holding of such meeting, those present of the Trustees shall vote to appoint a Chairman for the meeting, who shall thereupon exercise all the powers and duties of the Chairman in relation to such meeting.

- 11.5. A Trustee shall take minutes of every Trustee Committee meeting, although not necessarily verbatim, which minutes shall be reduced to writing without undue delay after the meeting will have closed and shall then be certified correct by the Trustees at the following meeting of the trustees. All minutes of Trustee Committee meetings shall after certification as aforesaid be placed in a Trustee Committee Minute Book to be kept in accordance mutatis mutandis, with the provisions of the law relating to the keeping of minutes of meetings of directors of companies. The Trustee Committee Minute book shall be open for inspection at all reasonable times by a Trustee, the Auditors, The Association Members and Local Authority.
- 11.6. All competent resolutions recorded in the minutes of any Trustee Committee meeting shall be valid and of full force and effect as therein recorded, with effect from the passing of such resolutions, and until varied or rescinded, but no resolution or purported resolution of the Trustee Committee shall be of any force or effect, or shall be binding upon the Members or any of the Trustees unless such resolution is competent within the powers of the Trustee Committee.
- 11.7. Save as otherwise provided in this constitution, the proceedings at any Trustee meeting shall be conducted in such reasonable manner and form as the Chairman of the meeting shall decide.
- 11.8. A resolution signed by all the Trustees shall be valid in all respects as if it had been duly passed at a meeting of the Trustee Committee duly convened.

GENERAL MEETINGS

12. GENERAL MEETINGS OF THE ASSOCIATION

- 12.1. The Association shall during December in each calendar year, hold a general meeting as its Annual General Meeting. In addition to any other general meetings during that year, and shall specify the meeting as such in the notices calling it, in terms of paragraph 13 below.

- 12.2. Such annual general meeting shall be held at such time and place subject to the foregoing provisions, as the Trustee Committee shall decide from time to time.
- 12.3. All general meetings other than annual general meetings shall be called special general meetings.
- 12.4. The Trustee Committee, may, whenever they think fit, convene a special general meeting, and a special general meeting shall also be convened on the request of not less than 20 (TWENTY) Members.

13. NOTICE OF MEETING

- 13.1. The annual general meeting and a meeting called for the passing of a special resolution, shall be called with not less than 21 (twenty one) days notice in writing, and a special general meeting, other than one called for the passing of a special resolution, shall be called with not less than 14 (fourteen) days' notice in writing. In each case, the notice shall be exclusive of the day on which it is given, and shall specify the place, the day and the hour of the meeting and, in the case of special business, in addition to any other requirements contained in these presents, the general nature of that business, and in the case of a special resolution, the terms and effect of the resolution and the reasons for it shall be given in the manner hereinafter mentioned or in such other manner, if any as may be prescribed by the Trustee Committee to such persons as are under these presents entitled to receive such notices from the Association; provided that a general meeting of the Association shall, notwithstanding that it is called by shorter notice than that specified in these presents, be deemed to have been duly called if it is so agreed:

13.1.1. in the case of a meeting called as the Annual General Meeting, by all the Members entitled to attend and vote thereat; and

13.1.2. in the case of a special general meeting, by a majority in number of

the Members having a right to attend and vote at the meeting, being a majority together holding not less than 75% (seventy five percent) of the total voting rights of all Members.

14. SERVICE OF NOTICES

- 14.1. A notice shall be in writing and shall be given or served by the Association upon any Member, either personally, by email or by post properly addressed to the Member at an address chosen by him.
- 14.2. No Member shall be entitled to have a notice served on him at any address not within the Republic of South Africa.
- 14.3. Any notice by post shall be deemed to have been served 3 days after the letter containing the same was posted.
- 14.4. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings of that meeting.

15. VENUE OF MEETINGS

General Meetings of the Association shall take place at such place/s as shall be determined by the Trustee Committee from time to time.

16. QUORUM

- 16.1. No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business. The quorum necessary for the holding of any general meeting shall be such, that of the Members entitled to vote, 25% of the total votes of all Members of the Association entitled to vote shall be represented at the meeting, save that not less than 25 (Twenty Five) Members must be present in person or by proxy.
- 16.2. If within half an hour from the time appointed for the holding of a general meeting a quorum is not present, the meeting, if convened on the requisition of Members, shall be dissolved, in any other case it shall stand adjourned to the same day in the next week, at the same place and time, or at such other place as the Chairman of the meeting shall appoint, and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting, the Members present shall constitute a quorum.

17. AGENDA AT MEETINGS

- 17.1. In addition, to any other matters as would be required by the Act to apply to a company or to these presents to be dealt with at an Annual General Meeting, the following matters shall be dealt with at every Annual General Meeting:
- 17.1.1. the consideration of the Chairman's report to the Trustee's Committee;
- 17.1.2. the election of the Trustee Committee;
- 17.1.3. the consideration of any other matters raised at the meeting including any resolutions proposed for adoption by such meeting, and the voting upon any such resolutions;

17.1.4. the consideration of the balance sheet of the Association for the last financial year of the Association preceding the date of such meeting;

17.1.5. the consideration of the report of the Auditors.

18. PROCEDURE AT GENERAL MEETINGS

18.1. The Chairman shall preside as such at all general meetings, provided that should he not be present within five minutes after the time appointed for the holding thereof, then the Vice-Chairman, shall act as Chairman at such meeting, provided further that should the Vice-Chairman also not be present within five minutes of the time appointed for the holding of such meeting, then the Members present at such meeting entitled to vote, shall vote to appoint a Chairman for the meeting, who shall thereupon exercise all the powers and duties of the Chairman in relation to such meeting.

18.2. The Chairman may, with the consent of any general meeting at which a quorum is present (and if so directed by the meeting) adjourn a meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business which might have been transacted at the meeting from which the adjournment took place. Whenever a meeting is adjourned for ten days or more, notice of the adjourned meeting shall be given in the same manner as of an original meeting. Save as aforesaid, the Members shall not be entitled to any notice of adjournment, or of the business to be transacted at an adjourned meeting.

18.3. Except as otherwise set forth in these presents, all general meetings shall be conducted in accordance with generally accepted practice.

19. PROXIES

- 19.1. A Member may be represented at a general meeting by a proxy, who need not be a Member of the Association. The instrument appointing a proxy shall be in writing signed by the Member concerned or his duly authorised agent in writing, but need not be in any particular form, provided that where a Member is more than one person, any one of those persons may sign the instrument appointing a proxy on such Member's behalf, where a Member is a company, the same may be signed by the Chairman of the Board of Directors of the Company or by its secretary, where an association of persons, by the secretary thereof, where a close corporation, by any Member and where a trust, by any trustee.
- 19.2. The instrument appointing a proxy and the Power of Attorney or other authority (if any) under which it is signed, or a certified copy thereof shall be deposited at the office at any time before the time appointed for the commencement of the meeting, or adjourned meeting, at which the person named in the instrument is proposed to vote. No instrument appointing a proxy, shall be valid after the expiration of 12 (twelve) months from the date of its execution.
- 19.3. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death of the principal or revocation of the proxy, provided that no intimation in writing of the death or revocation shall have been received by the Trustee Committee at least one hour before the time fixed for the holding of the meeting.

20. VOTING

- 20.1. At every general meeting, every Member in person or by proxy and entitled to vote shall have one vote for each Erf registered in his name subject to the provisions of paragraph 4.1.2 hereof. The Developer shall be entitled to a single vote in respect to each unregistered erf held by it, in accordance with the deeming provision of paragraph 4.1.1 above.
- 20.2. Save as expressly provided for in these presents, no person other than a Member duly registered, who is not under suspension, shall be entitled to be present or to vote on any question, either personally or by proxy, at any general meeting.
- 20.3. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless either prior to or on the declaration by the Chairman of the result of the show of hands, a poll is demanded by any person entitled to vote at such meeting.
- 20.4. Notwithstanding the provisions of 20.3 aforesaid, voting on the election of a Chairman of a general meeting (if necessary) or on any question of adjournment, shall be decided on a show of hands by a majority of the Members present in person or by proxy, and entitled to vote.
- 20.5. Every resolution and every amendment of a resolution proposed for adoption by a general meeting shall be seconded at the meeting and, if not seconded, shall not be voted upon.
- 20.6. An ordinary resolution (that is a resolution other than a special resolution) or the amendment of an ordinary resolution, shall be carried on a simple majority of all the votes cast thereon, and an abstention shall not be counted as a vote for or against the resolution in question. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the general meeting shall be entitled to a casting vote in addition to his vote as Member.

20.7. Notwithstanding anything contained in this constitution, any resolution or the amendment of a resolution

20.7.1. which would have the effect of amending or repealing any part of this constitution, or

20.7.2. which would have the effect of amending or repealing paragraph 30 of this constitution which paragraph precludes subdivision or rezoning of the erven or the erection of more than one dwelling per erf, or

20.7.3. which would have the effect of amending or repealing paragraph 31 and 32 dealing with the Architectural Manual, shall require a 75% (three quarters) majority of all Members entitled to vote before the resolution may be passed, which shall be known as a special resolution.

20.8. Unless any Member present in person or by proxy at a general meeting shall before closure of the meeting have objected to any declaration made by the Chairman of the meeting as to the result of any voting at the meeting, whether by show of hands or by poll, or to the propriety or validity of the procedure at such meeting, such declaration by the Chairman shall be deemed to be a true and correct statement of the voting, and the meeting shall in all respects be deemed to have been properly and validly constituted and conducted, and an entry in the minutes to the effect that any motion has been carried or lost, with or without a record of the number of votes recorded in favour of or against such motion, shall be conclusive evidence of the vote so recorded if such entry conforms with the declaration made by the Chairman of the meeting as to the result of any voting at the meeting.

FINANCIAL

21. FINANCIAL YEAR END

The financial Year End of the Association is the end of September each year.

22. ACCOUNTS

- 22.1. The Association in a general meeting or the Trustee Committee, may from time to time make reasonable conditions and regulations as to the time and manner of the inspection by the Members, of the accounts and books of the Association, or any of them, and subject to such conditions and regulations, the accounts and books of the Association shall be open to the inspection of Members at all reasonable times during normal business hours.
- 22.2. At each Annual General Meeting the Trustee Committee shall lay before the Association a proper income and expenditure account for the immediately preceding financial year of the association, or in the case of the first account, for the period since the incorporation of the Association, together with a proper balance sheet made up as at the last financial year end of the Association. Every such balance sheet shall be accompanied by proper and extensive reports of the Trustee Committee and the Auditors, and there shall be attached to the notice sent to Members convening each Annual General Meeting, copies of such accounts, balance sheet and reports (all of which shall be framed in accordance with the provisions of the Companies Act) and any other documents required by law to accompany same.

23. AUDIT

- 23.1. Once at least in every year, the accounts of the Association shall be examined and the correctness of the income and expenditure account and balance sheets ascertained by the Auditors.
- 23.2. The Auditors shall perform such duties as are performed by Auditors of any registered company.

24. INDEMNITY

- 24.1. All Members of the Trustee Committee and the Auditors shall be indemnified out of the funds of the Association against any liabilities bona fide incurred by them in their respective said capacities and in the case of a Trustee Member, in his capacity as Chairman, Vice-Chairman, whether defending any proceedings, civil, criminal or otherwise, in which relief is granted to any such person/s by the Court.
- 24.2. Every Member of the Trustee Committee, every servant, agent and employee of the Association, and the Auditors shall be indemnified by the Association against (and it shall be the duty of the Trustee
- 24.3. Committee out of the funds of the Association to pay) all costs, losses and expenses (including travelling expenses) which such person or persons may incur or become liable for by reason of any contract entered into, or any act or deed done, by such person or persons in the discharge of any of his/their respective duties, including the case of a Trustee Member, his duties as Chairman of Vice-Chairman. Without prejudice to the generality of the above, the Association shall specifically indemnify every such person against all losses of whatsoever nature incurred arising out of any bona fide act, deed or letter done or written by him jointly or severally in connection with the discharge of his duties, provided that any such act, deed or letter has been done or written in good faith.

- 24.4. A Trustee Member shall not be liable for the acts, receipts, neglects or defaults of the Auditors or of any of the other Members of the Trustee Committee, whether in their capacities as Trustee Members or as Chairman or Vice-Chairman, or for any loss or expense sustained or incurred by the Association through the insufficiency or deficiency of title to any property acquired by the Trustee Committee for or on behalf of the Association, or for the insufficiency or deficiency of any security in or upon which any of the monies of the Association shall be invested, or for any loss or damage arising from the insolvency or tortious act of any person with whom any monies, securities or effects shall be deposited, or for any loss or damage occasioned by any error of judgment or oversight on his part, or for any other loss, damage or misfortune whatever which shall happen in the execution of any of the duties of his office/s or in relation thereto, unless the same shall happen through lack of bona fides or breach of duty or breach of trust.

25. PAYMENT OF LEVIES/BREACH

- 25.1. The Riverview Waterfront Estate (the Estate) , through the Homeowners Committee, shall be entitled to impose and collect monthly levies to, inter alia, defray the costs of managing, maintaining and administering the Estate as set out in 4.5 above.
- 25.2. The amount of this levy shall be determined at the Annual General Meeting and payable by all registered owners of property as set out below.
- 25.3. Levies shall be payable monthly in advance by the 1st day of each month notwithstanding that an account for payment has not been received by a member from the Estate.
- 25.4. Should a member not pay his levy on due date then he shall, in addition, be liable for and shall pay:
- 25.4.1. Interest on the amount due reckoned from the due date of payment as provided for above until date of payment, both dates inclusive,

at the legal rate as prevailing at the time of said breach

- 25.4.2. All legal costs of whatsoever nature and collection commission chargeable; including any attorney and client costs.
- 25.4.3. An administration fee determined by the RWEHOA Committee from time to time.
- 25.4.4. Where a Company, Close Corporation or Trust is a member of the Home Owners' Association shall be entitled to require each or, at its discretion, some of the Directors, members or Trustees to sign personal suretyships guaranteeing the obligations of such Company, Close Corporation or Trust to pay the subscription or levy.
- 25.4.5. Where a person becomes a member of the Home Owners' Association during the course of a financial year then the amount of the levy payable by such a member shall be determined on a pro rata basis reckoned from the date upon which he became a registered property owner.
- 25.4.6. If a member does not pay the subscription or levy due by him on due date as provided for above, then such levy shall become delinquent and the Home Owners' Association may institute immediate legal proceedings against the member for the recovery hereof.
- 25.4.7. Any proceedings at law which the Home Owners' Association may desire to institute in respect of levies may, at the sole option of the Home Owners' Association, be instituted in (but not limited to) any Magistrate's Court with jurisdiction, to which jurisdiction each and every member of the Home Owners' Association hereby consents in terms of Section 45 of the Magistrate's Court Act, Act No 32 of 1944, as amended.
- 25.4.8. The Member hereby chooses the address of his property situated

within the Estate to be the *domicilium citandi et excecutandi* address for legal purposes and will accept service of all legal documentation at that address.

26. WATER

- 26.1. Each erf shall have either a municipal water supply of water for household use or a supply provided by the Developer or an entity appointed by it and shall be obliged to pay such party for such water consumed. Where the Association is billed directly by the Municipality for such water then a submeter shall be installed by the Association at the cost of each relevant registered owner of an erf who shall pay to the Association from time to time for such water used, in the manner determined by the Association.
- 26.2. All water consumed in respect of the common area, specifically where the Developer allows irrigation water from its water sources on the property to be used for common area purposes, such water shall be metered and paid for by the Association.

27. RATES AND TAXES

Each owner of an erf shall pay such rates and taxes as are levied in respect of his erf to the relevant local authority.

PROPERTY

28. TRANSFER OF COMMON PROPERTY

It is recorded that as soon as reasonably possible, after the coming into operation of the Association, the Developer shall transfer the common property to the Association, and thereafter, as the development progresses, further common property shall be

transferred on a piecemeal basis to the Association. The association shall be liable for all expenses relating to the Association's obligations with effect from the date of registration of the first general plan

29. DEALINGS WITH THE COMMON PROPERTY

- 29.1. Neither the whole nor any portion of the common property shall be:
- 29.1.1. sold, alienated, otherwise disposed of, subdivided or transferred; or
 - 29.1.2. subjected to a mortgage; or
 - 29.1.3. subjected to any rights, whether registered in the Deeds registry or not, of use, occupation or servitude (save those enjoyed by the Members of the Association in terms hereof); or
 - 29.1.4. built upon, improved or enhanced in value by the construction of buildings, erection of facilities or amenities, other than as contained in this constitution and in the approved layout plan, without the sanction of a special resolution of the Members of the Association.
- 29.2. The Developer shall be entitled, rent free, to the sole use of an office on the north eastern corner of the offices constructed above the gate house, until such time as the last plot in the development is sold by the Developer.
- 29.3. The Erf upon which the jetty and slipway is situated may never be sold.

30. SUBDIVISION / REZONING AND NOT MORE THAN ONE DWELLING

- 30.1. Other than the Developer, No Member shall be entitled to subdivide or rezone his erf. It is specifically recorded that the Developer intends zoning the erf upon which the clubhouse is to be constructed for purposes which permit the use thereof as inter alia, a wellness center.
- 30.2. No more than one dwelling together with such outbuildings as are ordinarily required to be used in connection therewith, shall be erected on any Member's erf
- 30.3. "The owners of Erven 6163, 6174 and 6175 shall be entitled to subdivide these Erven of areas of not less than 750 m² and that all such additional Erven created by Subdivision shall automatically become members of this Association and be bound and entitled according to the constitution and all rules and regulations pertaining to the Association. Such subdivisions shall comply with all Municipal and Riverview Waterfront Estate regulations and the cost of these sub divisions including but not limited to the cost of all betterment levies, pro rata contribution to Civil Engineering services, provisions of bulk services, etc. shall be borne by the owners of the said Erven"

31. BUILDING STANDARD RULES

- 31.1. It is recorded that the Developer has appointed Henri Frankenfeld to head the DRC which shall also include 2 further members appointed by the Developer. No member shall be entitled to build on his erf or effect any improvement thereto or erect any structure thereon without the prior written approval of the DRC. In the event of the said Henri Frankenfeld no longer being available to head the DRC, then and in such event, the developer will appoint an architect to replace him.
- 31.2. No owner of any erf shall be entitled to alter any construction thereon or to alter or vary the design or facade of his building, dwelling or improvements so constructed, without the prior written approval of the DRC.

- 31.3. Any registered owner within the development shall be obliged to pay a fee inclusive of vat thereon for such review and approval to the DRC.

32. AESTHETICS APPROVAL

- 32.1. Only dwellings which comply with the DRC standards as set forth in the Architectural Manual, may be built on the estate
- 32.2. The Aesthetics approval procedure shall consist of the following:
- 32.2.1. The designation of a suitably qualified and experienced registered architect as review authority for all building plans.
- 32.2.2. All building plans shall be drafted by registered architects only.

33. FURTHER DEVELOPMENT

- 33.1. It is recorded that it is the intention of the developer to further develop the estate in phases over a period of several years. The nature and extent of the development shall be in the sole discretion of the developer. The association shall be obliged to grant the developer access at all times to any part of the estate including the common property for any purposes which it may reasonably require in furtherance of the future development.
- 33.2. No member shall be entitled to object to any development undertaken by the developer.

- 33.3. It is recorded that portion 2 of the farm Fairfax 340 locally known as “The Tea Gardens” will remain the property of the developer and will not be incorporated as a part of the estate. It is recorded that the removal of the fences between the aforementioned property and the estate is to facilitate the free roaming of game. It is specifically recorded that no activities will ever be allowed to take place at The Tea Gardens which, in the sole discretion of the Developer, would have the effect of disturbing the tranquility and views of the plots located on the northern sector of Blinkklip 392 and immediately south of the said Tea Gardens.

34. MAINTENANCE

- 34.1. It shall be the responsibility of the association to maintain the entire estate excluding erven belonging to members. The association's maintenance obligations shall extend to but shall not be limited to the following:

- 34.1.1. All roads and pavements;
- 34.1.2. Common area gardens;
- 34.1.3. Common area jetty and slipway;
- 34.1.4. All fences including electrified fences;
- 34.1.5. The Gatehouse and Home Owners Association Offices
- 34.1.6. All lawns;
- 34.1.7. Clubhouse notwithstanding the ownership thereof;
- 34.1.8. Water reticulation systems;
- 34.1.9. Common area electricity installations;
- 34.1.10. Refuse collection points

34.1.11. Recreational facilities in proximity to Club House ie. Squash Court, Pool

34.1.12. Tennis Court, Bowling Green etc..

35. USE OF FACILITIES

- 35.1. All members in good standing shall be entitled to the use of the squash courts, swimming pool, banquet hall, 1 tennis court (if the tennis club is not using it for a match or if it is not under repair), but will be obliged to pay for any consumption charges or cleaning charges related to the use of the aforementioned facilities.
- 35.2. Members in good standing shall furthermore be entitled to utilise certain facilities of the clubhouse in accordance with rules made by Cyber Ads (Pty) LTD. and the Trustee committee from time to time. A deposit prior to the use of the Banquette Hall will be required.
- 35.3. No Homeowner will be allowed to use any of the above facilities without an appointment / booking being lodged with the Facilities Manager as appointed by Cyber Ads (Pty) LTD.

CONDUCT RULES

36. USE OF PROPERTY AND/OR COMMON PROPERTY.

36.1. Other than the Developer, no owner or occupier of an Erf may, without the prior consent of the Trustees:

36.1.1. use the Erf for any purpose other than residential purposes..

36.1.2. allow any advertisement, name or lettering of any unsightly size, colour or character to be painted on or affixed to any wall, building or structure on the property and no advertisement, name or lettering of any kind shall be painted on or affixed to the roof of any building on the property.

36.1.3. erect, store or leave or allow to be erected, kept, stored or left any article or thing on any part of the common property;

36.1.4. remove any shrub, tree or plant on or in the common property;

36.1.5. erect any washing lines nor hang any washing or other items on any part of the building or the common property so as to be visible from outside the building or from any other Erf nor be exposed to view on the premises in any unsightly manner whatsoever.

36.1.6. that no noisy, injurious or objectional trade or business of any kind shall be carried on in any such dwelling house and such building shall, at all times, be kept in such a state as not to be a nuisance or annoyance to any owner and/or occupier and surrounding neighbors.

36.1.7. build any fires for braaing purposes of any sort on the common property, unless in any designated braaing areas.

- 36.2. An owner or occupier shall not place or do anything on any part of the common property or on the balcony, stoep or patio of his home which, in the Trustees' opinion, is aesthetically displeasing or undesirable when viewed from outside the building.
- 36.3. An owner or occupier shall not deposit, throw or permit or allow to be deposited or thrown on the common property any rubbish, including dust, food, scraps, cigarette butts or any other litter.
- 36.4. The Owner and/or Occupier shall have the benefit of use and access for recreational purposes over the natural reserve. In the event of any Member, Occupier and/or guest of any Members transgressing any of the Conduct Rules the Trustee Committee shall have the right to terminate and/or suspend all benefits bestowed onto such Member.

37. DAMAGE, ALTERATIONS OR ADDITIONS TO A HOME, OR COMMON PROPERTY

- 37.1. An owner or occupier of a home shall not mark, paint, drive nails or screws or the like into or otherwise damage or alter any part of the common property without first obtaining the prior written consent of the Trustees.
- 37.2. To ensure uniformity of appearance, the prior written consent of the Trustees must be obtained and must be submitted to the DRC.
- 37.3. All internal building alterations are to be approved by the Trustees. An approved plan together with payment of the requisite fee, is to be submitted prior to commencement of construction. Any building construction shall be regulated and governed by the Builder's Code.
- 37.4. Owner or occupier of a home shall ensure:
 - 37.4.1. any broken window pane is replaced within 3 days of breaking from whatsoever cause;

38. BEHAVIOUR OF OWNERS, OCCUPIERS, GUESTS

- 38.1. All owners and occupiers shall ensure that their use of their property, the common property and its facilities is at all times conducted in such a manner as not to:
- 38.1.1. cause a nuisance, disturbance or inconvenience or annoyance to any other owner or occupier, particularly in the form of loud music, radio, TV or audible sound.
- 38.1.2. detrimentally affect the rights and interests of other owners or occupiers.
- 38.2. Owners and occupiers shall be responsible for the behavior of their children and guests and shall be liable for any damage caused by them. Any damage caused by such children or guests shall be repaired at the cost of the owner or occupier concerned, within 3 days of notice by the Trustees, to the satisfaction of the Trustees.
- 38.3. No children are permitted to play in the parking area, stairwells & landings or any common property that may be designated by the Trustees from time to time.

39. REFUSE DISPOSAL

- 39.1. An owner or occupier of a property shall:
- 39.1.1. maintain in a hygienic and dry condition, a receptacle for refuse within his property.
- 39.1.2. ensure that before refuse is placed in such receptacle it is securely wrapped, or in the case of tins or other containers, completely drained.
- 39.1.3. for the purpose of having the refuse collected, place such

receptacle within the area and at the times designated by the Trustees.

39.1.4. when the refuse has been collected, promptly return such receptacle to his property.

39.2. No garbage and/or garden rubble may be left outside the property except for collection on the date of collection. It may not be left out overnight.

40. VEHICLES

40.1. No owner or occupier shall park or stand any vehicle upon the common property or permit or allow any vehicle to be parked or stood upon the common property without the written consent of the Trustees. The Trustees may cause to be removed, wheels clamped or towed away from the development at the risk and expense of the owner of the vehicle parked, standing or abandoned on the common property without the Trustees written consent.

40.2. Owners and occupiers of their properties shall ensure that their vehicles and the vehicles of their visitors and guests do not drip oil or brake fluid and/or any other fluid or liquid of whatever nature on the common property or in any other way deface the common property. If dripping occurs, its removal will be for the account of the owner or occupier concerned.

40.3. No owner or occupier will be permitted to dismantle or effect major repairs to any vehicle on any portion of the common property, but may be permitted to attend to minor repairs and re-conditioning of vehicles in enclosed garages only.

40.4. Hooters shall not be sounded within the Developments other than in emergencies.

- 40.5. Vehicles may be parked only on such areas of the scheme as are specifically designated or approved by the Trustees for that purpose and in such a way that the flow of traffic and access to and egress from driveways are not obstructed.
- 40.6. No trucks, caravans or other heavy vehicles may be parked within the Development without the prior written consent of the Trustees. It is recorded that the Association shall be the registered owner of one of the jetties and the slipway. The Association shall monitor the usage and allocate mooring rights accordingly to the Members.
- 40.7. Vehicles parking or entering the Development are subject to the express condition that it is parked at the owner's risk and responsibility and that no liability shall attach to the Trustees or its agents or any of their employees for any loss or damage of whatever nature which the owner, or any person claiming through or under him, may suffer in consequence of his vehicle having been parked on the common property;
- 40.8. Motor vehicles of visitors may only be parked on such areas as are specifically demarcated for that purpose. Where parking areas are demarcated for visitors, such areas may only be used for visitors parking and under no circumstances may any owner or any Member of their families park their vehicles in such areas;
- 40.9. Owners shall ensure that their visitors park in the correct place and do not cause any obstruction either in relation to garages or otherwise;
- 40.10. Bicycles, motor cycles, tricycles, roller skates, skateboards and the like may not be left on any portion of the common property.
- 40.11. Save and except for vehicles serving plot 1-34 in River Road, No vehicles with a tonnage in excess of 4 tons may enter the Estate via the Gate House entrance at the end of Mentone road. Vehicles in excess of 4 ton weight must enter the Estate via the Tradesman's entrance off the R72 at the Rosehill turnoff, by prior arrangement with the Estate Manager

- 40.12. No articulated vehicles shall be allowed to use the paved road on the Estate.

41. PARKING

- 41.1. Parking is to be confined to the specified parking area allocated to each owner/occupier and owners and/or tenants are under no circumstances and/or without specific permission of the Trustees allowed to park in the visitors' parking bays whatsoever.
- 41.2. Guests are to use only those bays reserved and specifically demarcated for visitors. A breach of this rule will entitle the Trustees to have any offending vehicle towed away from the Development at the risk and at the expense of the owner of the vehicle or alternatively the owner of the property.
- 41.3. Under no circumstances will parking in front of any fire hydrants be permitted. A breach of this rule will likewise entitle the Trustees to have any offending vehicle removed or towed away to a public road or garage at the expense and Risk of the owner of the vehicle or alternatively the owner of the property.

42. ANIMALS, REPTILES AND BIRDS (DOMESTIC PETS, RESTRICTED TO DOGS)

- 42.1. No animals, reptiles, birds (other than a bird in a cage) shall be kept or harbored in the building unless expressly authorised in writing by the Trustees subject to the provisions of clause 7.2 herein. When granting such authority, the Trustees may prescribe any reasonable condition. Should any prescribed condition be breached, the Trustees may immediately withdraw such authority. Pets must be retained within the members erf unless on a leash.
- 42.2. Any owner shall be restricted to two domestic pets only. In the event of such owner on date of occupation having more than two domestic pets, the owner shall immediately notify the Trustees hereof. Such domestic pets, providing that it does not exceed three pets, shall be entitled to remain in the development for the duration of their life. On the demise of such pets, the owner shall not be entitled to replace them and shall thereafter be restricted to having two domestic pets as aforementioned herein.
- 42.3. Any pet that causes any nuisance, disturbance, inconvenience and/or annoyance to any other owner and/or occupier, particularly in the form of barking, shall be permanently removed from the development.
- 42.4. Any owner/occupier who has been granted authority to keep or harbor any animal, reptile or pet shall ensure that such animal, reptile or pet does not foul any part of the common property or otherwise cause any nuisance. Owners/occupiers concerned will be responsible for cleaning up any fouled common property and/or for any damages incurred by such animal.
- 42.5. Cats are specifically not allowed on the Estate due to the abundant bird life which is prevalent to the Nature Reserve. The Members shall be aware of the sensitive areas pertaining to the flora and fauna and shall ensure that their pets do not in any way cause damage thereto. Dogs shall not be allowed into the nature reserve, in order to protect and preserve the existing wildlife. The Association reserves the right to restrict these rights should it find that the dogs are creating a disturbance.

- 42.6. It is further recorded that the entire Estate including inter alia the common property and nature reserve shall be protected with electrical fencing and neither the Association nor the developer shall in any way whatsoever be liable for any damages and/or injuries sustained by the Members, any occupiers and/or guests and/or the Members' pets.

43. LEVIES

- 43.1. Levies are due in advance on the first day of each month and are payable within 7 days after which interest at a rate determined by the Trustees will be payable thereon.
- 43.2. The Members shall be obliged to sign a Debit Order, which is annexed to the Agreement of Sale, to ensure such timeous payment of the aforementioned levies.

44. INSURANCE

- 44.1. The Home Owners' Association shall have no responsibility whatsoever for the insurance of the contents of any particular property, which shall at all times be the sole responsibility of the owner/occupier in question.
- 44.2. An owner/occupier shall not do or permit to be done on his property or on the common property anything which will or may increase the rate of premium payable by the trustees on any insurance policy or which may tend to vitiate any such insurance policy nor bring onto the premises or building any hazardous substances and/or any form of machinery whatsoever.
- 44.3. An owner/occupier shall not store or harbor upon the common property or any part thereof or in his property any goods which may vitiate any fire insurance policy held by the body corporate or increase the premium payable in respect of such policy.

45. LETTING OF UNITS

- 45.1. All tenants of residential homes and other persons granted rights of occupancy by any owner of the relevant erf are obliged to comply with these conduct rules, notwithstanding any provision to the contrary contained in any lease or any grant of rights of occupancy, which Consent shall not be unreasonably withheld.
- 45.2. Save where consent has been granted by the Trustees for operation of a guest house in compliance with any other laws, no letting shorter than 6 [six] days shall be allowed whatsoever, without the written consent of the Trustees. The owner shall be obliged to notify the Trustees of any short term occupancy for security purposes.

46. ERADICATION OF PESTS

- 46.1. An owner shall keep his property free of white ants, borer and other wood destroying insects and to this end shall permit the trustees, the managing agent and their duly authorised agents or employees, to enter upon his property from time to time for the purpose of inspecting the property and taking such action as may be reasonably necessary to eradicate any such pests. The costs of inspection, eradicating any such pests as may be found within the property, replacement of any woodwork or other material forming part of such property which may be damaged by any such pests shall be borne by the owner of the property concerned.

47. WALKWAYS

- 47.1. Any walkways are for the exclusive use and of the Members and for the use of maintenance/gardening staff and may not be used by any member of the public for gaining access or used as a thoroughfare.

48. ACTIVITIES ON COMMUNAL AREAS

- 48.1. No hobbies or other activities may be conducted on the communal areas if they cause nuisance to other owners and/or occupiers. The Trustees shall be the final adjudicators resolving complaints of this nature.

49. MOORING SLIPWAY

- 49.1. An owner/occupier his visitor/s and/or children shall not be allowed to attend and/or partake of the following on such aforementioned areas:

49.1.1. No glass bottles or containers are allowed.

49.1.2. No braaing, except in designated areas.

49.1.3. No loud music.

49.1.4. Only authorised personnel are permitted access so designated by the Trustees

49.1.5. Littering is not permitted, all refuse is to be removed.

49.1.6. Only controlled games shall be permitted, with parents overseeing any children under the age of 12 [twelve] years old.

49.1.7. No animals are allowed, without being accompanied by its owner.

49.1.8. An owner and/or occupier shall be obliged to accompany any guest.

49.1.9. The use of such area shall be reserved for owners and/or occupiers and their guests.

49.1.10. The operating hours of such area are between 06H00 to 21H00.

March 5, 2024

Any usage after 21H00 to 06H00 shall be regarded as a violation of the conduct rules.

49.1.11. Any child under the age of 12 (twelve) must be accompanied by an adult at all times.

49.1.12. All Members shall comply with the rules of operation of their boats and the likes as laid down by the appropriate authority.

GENERAL

50. RULES OF A GENERAL NATURE

- 50.1. Neither the Developer nor The Board of Trustees or its agents shall be liable for any injury or loss or damage of any description which any owner or occupier of property or any Member of his family, his employee or servant or his relative, friend, acquaintance, visitor, invitee or guest may sustain, physically or to his or their property, directly or indirectly, in or about the common property or in the individual property by reason of any defect in the communal area, its amenities or for any act done or for any neglect on the part of the Developer, Trustees of any of the Trustees employees, servants, agents or contractors.
- 50.2. Neither the Developer nor the Trustee or its agent's representatives and servants shall be liable or responsible in any manner whatsoever for the receipt or the non-receipt and delivery or non-delivery of goods, postal matter or any other property.
- 50.3. No firearms or pellet guns may be discharged in the development whatsoever.
- 50.4. An owner shall not use or permit his home to be used for any purpose which is injurious to the reputation of the development.

All complaints, violation of these rules, or any other cause of concern must be in written form, addressed to the Chairman of the Home Owners' Association.

10. ARCHITECTS DESIGN MANUAL V1.0



Riverview Waterfront Estate

Architects Design Manual

Drafted By: Hendri Frankenfeld

Dated: 13th February 2017

Revision: "D"

CONTENTS

DEVELOPMENT GUIDELINES	3
1. Coverage and minimum size of buildings	3
2. Outbuildings.....	3
3. Building height and form	3
4. Boundary walls & fences, courtyard walls & screens	4
5. Site clearing and planting.....	4
6. Roofs.....	5
7. Gutters & rainwater tanks	5
8. Chimneys, pipes and ducts.....	6
9. External walls.....	6
10. Retaining walls.....	6
11. Paving and road reserves.....	6
12. Site drainage and storm water disposal	7
13. Windows & doors, awnings, pergolas and balustrades	7
14. Sewerage system, Soil & Waste pipes	7
15. Roads, Driveways and Parking	8
16. Site usage - caravans, trailers etc.	9
17. Laundry/service yard screens & Refuse removal.....	9
18. Aerials & satellite dishes.....	9
19. Siting of buildings and building lines	9
20. House Names, Numbers.....	10
GENERAL.....	10
21. Plan approval and Plan fees	11
22. Heavy Vehicles	13
23. Security.....	13
24. Site Establishment.....	14
25. Safety & Responsibilities	15
26. General Cleanliness.....	15
27. Penalties	16
28. Contractors Deposit & Final Inspection.....	16
29. General	17

DEVELOPMENT GUIDELINES

1. Coverage and minimum size of buildings

- 1.1. The sum total of covered area may not exceed 50% of the site area.
- 1.2. Basements below buildings are to comply to Ndlambe Town Planning Scheme requirements. 'Basements' more than 2.00 meters below the average natural ground line seen along the face of elevations of the building do not comprise a storey.
- 1.3. The coverage for the first floor may not to exceed 40% of the site area.
- 1.4. Refer also to specific conditions imposed to each site in respect of building lines and height restrictions.
- 1.5. No building with an enclosed floor area of less than **130 square metres** shall be erected. (This area shall exclude covered verandas and walkways, garages, staff facilities and entrance porches)

2. Outbuildings

- 2.1. Outbuildings comprising servant's quarters, garages or workshops may be constructed subject to the restrictions of bulk and coverage. Basements may be developed for garages, staff accommodation, games rooms, built-in swimming pools, rainwater tanks etc.

3. Building height and form

- 3.1. The maximum height of any structure (subject to special conditions on demarcated sites – refer to sites listed below) may not exceed 3,60 meters above the

highest site boundary line of any site.

- 3.2. The maximum roof height may not exceed 5,00 meters above the highest site boundary line (road side boundary) for erf 6330 6326 (plots 58 – 62), erf 6318 - 6311 (plots 70 – 77), erf 6295 6298 (plots 88 – 91), erf 6300 (plot 93), erf 6346 – 6353 (plots 94 -101), erf 6354 – 6359 (plots 111 – 116). – This constraint is to be employed as the average height and defines a 'single' storey building.

The principle is that buildings may NOT OBSTRUCT the views of the rear neighbour across it's roof. Refer to the Site Development Plan.

- 3.3. Buildings may thus be triple storey at the lowest end of any site depending on the slope. This includes a '**Basement**' according to the definition in item 1.1 (b) above.

- 3.4. **Single storey sites:** Houses defined as Single Storey may only be 1 (one) level/ storey above the highest point, or the average highest point of any site as defined in 3.1 above and as per Diagrams 1 – 7. These buildings may have 1 or 2 storeys BELOW such a level/storey. These sites are erven numbers 6360 – 6364 (plots 36 – 39) and erven numbers 6336 - 6360 (plots 52 – 117).

- 3.5. **Double storey sites:** Houses on these sites are defined as Double Storey Houses which may be any level and height above the ground level, may be split levels and could include a basement and first floor storey above the ground floor. These structure are NOT

defined by or subject to a 3,60 meter height restriction as they do NOT affect other properties' view lines. These sites are erven numbers 6365 – 6376 (plots 40 – 51) and may be developed with 50 % coverage on ground and first floor.

- 3.6. **Plan forms:** These are recommended to be simple rectangular and square forms, but curved and shaped wall elements may be used.
- 3.7. Refer to attached diagrams 1 – 7 pertaining to heights, building lines, building outlines etc.

4. Boundary walls & fences, courtyard walls & screens

- 4.1. These walls should be limited as far as possible, but where these are required, they shall be solid masonry or stone and finished to match the dwelling, a maximum of 1,8 m high above finished ground levels.
- 4.2. All boundary walls and walls between dwellings shall be finished to match dwellings. Service yard walls may be average 2100 high above finished ground levels, to screen off staff toilet doors and windows. All boundary walls must be structurally sound according to NBR.
- 4.3. Where boundary walls are also retaining walls, these are to be strictly in accordance with a structural engineer's drawings and specifications. Neighbours are to confer with the Archcom or the Local Authority in this regard to ascertain whether there are completed buildings which need to be considered.
- 4.4. Boundary walling on the street front must not exceed an average height of 1.8 metres and may consist of light palisade type fencing on top of low walling with plastered and painted masonry or stone clad piers and plinth of approx 400 metres high above finished ground levels, to match or enhance the building design. Decorative or plain feature elements may be employed to compliment the building architecture.
- 4.5. Fences that are unobtrusive may be erected to demarcate property side and rear boundaries and may be of the "Parkland medium density mesh panel" type up to 1.80 meter high. These are to be securely fixed per manufacturer specifications. The finish is to be Marine Fusion Bond paint finish and may be installed by a specialist. Colours to be charcoal, black or bronze.
- 4.6. Other types of fence are subject to approval by the RWE Architectural Committee.
- 4.7. Galvanized broad metal palisade may not be used as a fence, as it is too dense.
- 4.8. The owner is encouraged to leave strips of their land open for buck to cross over.

5. Site clearing and planting

- 5.1. No trees from the following list of preservation-worthy species having a diameter of greater than 100 mm will be permitted to be removed, provided that where such removal is necessary for construction purposes, such species will be replaced on the erf at the owner's cost with a like specimen or alternative as listed.

5.1.1. Cape Krantz Ash, Cycad species, Sand Knobwood,

***Terblans Beach, Outeniqua
Yellowwood, White Milkwood***

- 5.2. The Owner is required to plant at least two trees on each site upon completion or before construction of the building. Trees are to be selected from a list of indigenous species available at local nurseries.
- 5.3. Owners are to ensure that trees do not obstruct neighbours views (from the sides or rear) once they are fully grown.

6. Roofs

- 6.1. Varied roof pitches are permitted subject to height restrictions. Roofs may be pitched between 15 and 45 degrees both double, unequal or mono-pitched are encouraged.
- 6.2. A-framed structures and “rondavel” type roofs are not permitted.
- 6.3. **Pitched roofs (double or mono):** May only be covered in heavy profiled clay roof tiles (to prevent glare and reflection) as the **La Farge (Coverland) Occitane ‘Silvacane Littoral’** range according to manufacturer specification for coastal areas.
- 6.4. Painted roofing sheets in fibre-cement or metal sheeting are prohibited for main roofs. Veranda roofs must match the main dwelling and could be lower pitches. Lower pitched roofs are to be properly waterproofed and tiles tied down with proper storm clips of copper wire ties, against wind lift.
- 6.5. **Flat roofs:** These must be hidden behind parapets to min. 250 above roofing material and may be waterproofed concrete or timber. Flat roofs may be covered in graded gravel or stone pebbles (+- 40 - 60 mm dia) in natural brown/charcoal/terracotta colours.
- 6.6. Flat roofs must be painted dark brown, charcoal or red-brown terracotta to match the roof tiles. Waterproofing and painted roofs are to be regularly maintained.
- 6.7. Metal or Fibre Cement roof sheeting of any nature are not permitted.
- 6.8. Flat roofs may not exceed 25% of the of the total roof area of a dwelling measured over external walls.
- 6.9. Roofs may have simple “modern” gables or hipped ends with or without parapets to suit the design.
- 6.10. Dormer type, clear-storey windows and appropriately used skylights are encouraged.
- 6.11. Roof overhangs and eaves are to be short and clipped due to high wind pressure. Wide overhangs may be utilized to form covered verandas. Decorative concrete roof overhang slabs may be used as an aesthetic element and may not require a built-up parapet. Storm water management must be undertaken to prevent unsightly spilling over exposed slab edges.
- 6.12. Plain timber ‘fillegry’ and decorative elements may be used on facades or gables to a limited extent. Highly decorative and ornate roofs or buildings are not recommended.

7. Gutters & rainwater tanks

- 7.1. Gutters and down pipes are required by the Local Authority. It is recommended that they should be fully concealed or as insignificant as possible and, where exposed, painted to match walls.

- 7.2. A non-corrosive material such as PVC or Powder Coated continuous Aluminium is recommended for gutters and down pipes.
- 7.3. Every dwelling is to provide a minimum of 50 000 liter rainwater tank located under the double garage (or where appropriate) and is to be according to a professional engineers specifications. Fresh water is to be taken into houses for drinking water and to augment the Municipal water supply.

8. Chimneys, pipes and ducts

- 8.1. Chimneys are to match the design of the building.
- 8.2. Pipes, projections & ducts: All plumbing has to be concealed in ducts painted to match exterior walls or in complementing wood or other textured material or finishes to suit the design.

9. External walls

- 9.1. Masonry walls must be either plastered or bagged and painted in pastel to medium colours and could be smooth or textured. Textured plaster finishes and surfaces are encouraged. Building elements may NOT BE WHITE. Home Owners must conform to a selected range of exterior wall colours available at the ARCHCOM office at the Gatehouse building.
- 9.2. Exposed concrete or pre-cast walling is not permitted.
- 9.3. Face brick or face blocks for exterior wall finishes are prohibited.
- 9.4. Dressed- and semi-dressed stonework in contemporary design are encouraged.

- 9.5. Building detail elements such as windows, doors and door frames, handrails, columns, decorative masonry or timber beams, pergola structures, plaster surrounds (bands to openings of windows and doors, and copings) are to be painted in pastel to medium to dark colours.

10. Retaining walls

- 10.1. Reinforced plastered concrete retaining walls must be painted to match the dwelling. Where the site is filled against pre-cast concrete retaining wall blocks, these are to be covered with natural vegetation after completion. Walls may also be stone clad or fully constructed of stone.
- 10.2. These concrete retaining wall elements shall be to an engineer's specification.
- 10.3. Low retaining walls (not exceeding 1,00 meter high) may be in natural or pre-cast stone.

11. Paving and road reserves

- 11.1. All external parking and walkway areas must be paved to complement the road in colour and form.
- 11.2. Plain in-situ concrete finished driveways and walkways are prohibited in visible areas.
- 11.3. Owners are responsible to maintain the road verge in front of their properties. They may beautify this area with shrubs and low trees, but may NOT form rockeries and build up structures of any kind.
- 11.4. Road reserves are to be protected at all times by the Home Owner or his Contractor during construction. Damage caused to these areas will be rectified by the Home Owners

Association at the Home Owners expense where such damage is of structural consequence and costs deducted from the building deposit.

12. Site drainage and storm water disposal

- 12.1. All storm water design is subject the approval and/or the recommendations of the Civil Engineer where such storm water management affects the integrity of roads, road reserves, buildings or retaining walls or the general character of the development. **No structures (walls, planters, rockeries etc.) may be erected over 'Overland Storm Water Escape routes' identified on the Site Plan adjacent to the residential erven.**
- 12.2. The management of storm water over the development area is important and in this regard, decks, swimming pool back washing, hard surface areas etc. are to discharge into a sufficient number of down pipes taken onto properly formed open channels OR into 110 mm or 150 mm diameter PVC underground pipes to the roads where possible or as specified per individual erf in accordance with the Civil Engineers requirements.
- 12.3. Storm water may not be concentrated to discharge onto adjacent properties. Owners of adjacent erven must allow controlled storm water disposal from neighbours across their property. This is to be done in consultation with ARCHCOM and the Civil Engineer.
- 12.4. All storm water and driveway storm water is to discharge onto the road. Where this is not possible, a storm water catch pit of a minimum size 400 mm x 400 mm x 400 mm deep with a galvanized steel grated cover is to be provided with an adequately designed PVC discharge pipe noted above discharging water onto the road or appropriate position.

13. Windows & doors, awnings, pergolas and balustrades

- 13.1. Windows and doors may be timber, Aluminium or PVC in colours selected by Owners. White Exterior frames are NOT encouraged.
- 13.2. Plain coloured canvas awnings and pergola structures are recommended. Multi-coloured or striped Aluminium awnings are not allowed.
- 13.3. Decks and balustrades constructed of anti-corrosive materials are encouraged.
- 13.4. The front door where exposed or visible to the road(s) shall be a minimum width of 1000 mm.

14. Sewerage system, Soil & Waste pipes

- 14.1. All soil and waste pipes shall be concealed in ducts which should be accessible for servicing. It is not recommended to reticulate plumbing inside cavity walls for ease of access and servicing.
- 14.2. The plots numbers 36 – 117 will each provide the required capacity waste water treatment plant (WWTP) designed to accommodate the number of occupants and sanitary ware installations in the dwelling unit.

- 14.3. The recommended WWTP is the **GES-RAS-SA Waste Water Treatment Plant**.
- 14.4. Refer to the attached specification and methodology for installation, technical, operational requirements and dimensions.
- 14.5. This system allows for the waste effluent, which is crystal clear, to be taken into a storage tank fitted with a ball valve and float switch, for irrigation of lawns and gardens, washing of vehicles, washing machines and flushing of toilets. This will require a dedicated water reticulation layout separating recycled water and municipal water supply lines in addition to the water supply from rain (fresh) water storage tanks.
- 14.6. This effluent can be used for human consumption subject to the installation of a reverse osmosis (RO) plant.
- 14.7. The Home Owner will be required to specify the above WWTP on Sketch and Municipal Plans with the required technical details and drawings for formal approval by the Riverview Architectural Committee.

15. Roads, Driveways and Parking

- 15.1. All driveways are to be paved as noted in item 11. Road access to each site is over a pre-cast concrete 'roll-over' kerb, allowing access at any point onto a site. These kerbs are to be protected and secured at all times against damage by delivery or construction vehicles and equipment. There shall be no deep excavations within 0.75m from the back of the kerbs or removal of the lateral support of the kerbs by the home owner or his contractor without the assistance of a professional civil engineer. Damage to the kerbs or any part of the roadways as a result of the home owner or his contractor's activities shall be rectified by the R.W.E.H.O.A. at the cost of the home owner.
- 15.2. A minimum of 2 parking bays of 2,5 x 6,0 meters each shall be provided on site in addition to garaging facilities. One bay may be used as a boat trailer bay to be at least 3,0 x 8,0 meters in extent.
- 15.3. Parking for visitors may be developed within the road reserve area with paving to match the roadways, subject to the protection of services and on condition that R.E.W.H.O.A. will be allowed access to services under such paved areas and that road and visual access is not affected.
- 15.4. Safety regulation in respect of vehicles : **Vehicle and load weight limit within the development:**
 - 15.4.1. Home Owners are herewith notified that due to the specific unique site topography and relatively steep gradients of the roadways, **the maximum weight of any motorized or non-motorized vehicle (e.g. trailers) including its load allowed onto the roadways of the development, must not exceed 4 tonne for safety purposes.** Home Owners are further notified that careful cognizance must be taken of the gradients of the roads within the development and that items such as boats, large trailers & caravans should be towed by competent drivers

with suitable and strong motorized vehicles only.

15.4.2. The **4 tonne limit** could restrain certain building activities within the development, particularly when concrete, sand, stone, gravel, bricks, trusses, pre-fabricated flooring systems etc. needs to be transported to the points of construction.

15.4.3. Such materials is likely to be delivered to site by the local and other suppliers who must under all circumstances comply with these rules and who **must** make use of **smaller delivery equipment** at all times to facilitate these rules. (Refer to General House Keeping Rules for Contractors and Home Owners)

The R.W.E.H.O.A. absolves itself from any responsibility in as far as the safety aspects of the construction of the dwelling units and/or buildings within the development are concerned, and the home owner shall take full responsibility for same, including the safe delivery of the construction materials to any site within the development.

16. Site usage - caravans, trailers etc.

16.1. Caravans may not be used as dwellings. Boats may not be kept or parked on the road reserve.

16.2. Boats, trailers and caravans should be screened from street view.

17. Laundry/service yard screens & Refuse removal

17.1. Kitchen doors, servant's room doors and windows, refuse bins, washing lines and storage areas

are to be screened off and may not be visible to neighbours. NOTE: The design of these screened areas are to accommodate neighbours from visual access down over properties.

17.2. A communal refuse collection site is established. Refer to later Site Maintenance and general Housekeeping rules.

18. Aerials & satellite dishes

18.1. Satellite dishes (where required) shall be installed as inconspicuously as possible.

18.2. Solar panels must be installed flush with the roof and mounted so as to be as inconspicuous as possible.

19. Siting of buildings and building lines

19.1. Building lines are imposed on sites to ensure the maximum views to the river, ocean and landscape, down through and past building structures in front of others as far as possible.

19.2. Refer to building lines set out in diagrams 1, 2, 3, 4, 5, 6, & 7.

a) 4,00 Meter lateral (side) building lines for all structures consisting of Ground Floor and First Floor (except erven noted in Clause 19.2 C i), ii) & iii) below)

b) 1,50 Meter lateral (side) building lines for all basements i.e. lowest storey built into the site, the total height including a roof structure, may not exceed 4,00 meters.

c) 1,50 Meter lateral and street building lines (subject to parking provided elsewhere other than between garages

and road verge) for **main buildings** to plots numbered:

- i) 1 – 34 (erven 6260 – 6294)
- ii) 112 – 117 (erven 6355 - 6360).
- iii) Plot 114 (erf 6357) (northern boundary) and plot 117 (erf 6360) (Northern boundary) may have a zero building line along the 3,00 meter Storm Water Servitude.

REFER TO STORM WATER PIPE BETWEEN PLOTS 8 & 9 (ERVEN 6266 & 6265). THE COMMON BOUNDARY WALL TO BE BUILT ACCORDING TO AN ENGINEERS DESIGN ACROSS THE STORM WATER PIPE WHICH .

- d) 4,50 Meters street building lines: for properties on higher side of the road and 2,5 meters for properties on the lower side of the road.
- e) 3,00 Meter rear building lines throughout except for Kowie River boundary plots numbers 1 – 13 (erven 6273 -6261). Refer to Clause 19.2 'f' below.
- f) 7,00 Meter rear building line (along the Kowie River) for plots 1 – 13 (erven 6273 – 6262).
- g) Garages building lines:
6,00 meters from concrete road verge (kerb) to garage wall to facilitate parking of vehicles.
Garages may be placed on the 4,5 OR 2,50 street building lines on condition that two (2) parking bays are provided on site as set out in clause 15.

19.3. Buildings are to be sited to allow maximum light, views and privacy to all owners where possible and should not unreasonably affect the amenities of any other adjacent property or property in the vicinity. The developers and thereafter the Home Owners Association through the Architectural Committee's decision in this regard will be binding on all parties concerned with regard to privacy, position of building, sunlight, wind protection, views, etc.

19.4. The placing of openings (windows and doors etc.) shall be in strict accordance with the National Fire Regulations and care must be take to secure each owner visual privacy.

20. House Names, Numbers.

- 20.1. Both numbers and names of houses must be clearly visible and illuminated at night – they should be bold and simple. Details showing the position and street elevation of the proposed illuminated signage is to be indicated on the plans..
- 20.2. A daylight sensor (not a time switch) must be fitted onto such lighting. Other street and exterior lights should be a maximum of 720 lumens and positioned to avoid shining directly onto the neighbour's house or windows.

GENERAL

20.3. The owner of each erf shall without compensation be obliged to allow the developer to convey engineering services across the erf if deemed necessary, this shall include the right of access by the local authority at any reasonable

time in order to maintain, alter, remove or inspect any sewer, manhole, conduit or other works pertaining thereto.

- 20.4. The owner of each erf shall be obliged to without compensation receive such material or permit such excavation on the erf as may be required to allow use of the full width of the street and provide a safe and proper slope to its bank owing to the difference between the levels of the street as finally constructed and the erf, unless he elects to build retaining walls to the satisfaction of and within the period to be determined by the local authority.
- 20.5. No building on an erf shall be used or converted to use for any purpose other than that stipulated in the Town Planning Scheme of the local authority.
- 20.6. This erf shall be subject to the following conditions, provided that on consolidation of any two or more erven these conditions shall apply to the consolidated area as one erf:
 - a) it shall not be sub-divided
 - b) it shall be used only for the purpose of erecting thereon one dwelling, together with such outbuildings as are ordinarily required to be used therewith
- 20.7. The sites with servitudes are to be determined upon completion of the services layout plans by the appointed Civil Consultants.
- 20.8. A site to the rear of site # 50 may be developed for a Water reservoir.
- 20.9. Protection of roads, accesses and storm water pipes, catch pits etc.

Refer to later documentation on 'Notices to Contractors' and general house rules.

21. Plan approval and Plan fees

- 21.1. All plans for the construction of, or alteration to buildings must be prepared by a registered Qualified Architect who is to confirm that he/she is substantially the author of the project.
- 21.2. Drawings must comply with The National Building Regulations and in accordance with standard building practice, to standard scales, must indicate materials and colours selected. Where there are existing buildings on the adjacent erven these must be indicated in plan and elevation to illustrate the spatial relationship between adjoining buildings. Copies of adjacent building Site Plans may be obtained from the RWE ARCHCOM . All site walling and fencing must be shown.
- 21.3. All enquiries are to be directed to the RWE ARCHCOM.
- 21.4. RWE ARCHCOM PLAN SCRUTINY FEES ARE TO BE PAID TO THE ARCHCOM AND ARE:
 - a) Sketch plan scrutiny fee = R2 500,00
 - b) Working drawings scrutiny fee = R2 500,00
 - c) Completion checklist fee = R2500
- 21.5. Plan approval procedure.
 - a) Sketch plans are to be submitted for comment to the RWE ARCHCOM who will report back with a written comment within 7 – 14 days from date or receipt. Thereafter Sketch

- Plans are to be finalized for final submission.
- b) Final Working Drawings are to be approved by RWE ARCHCOM before being submitted to the Local Authority by the architect or owner. Plans must accompany a Structural Engineers letter of undertaking and a copy of the Title Deeds.

21.6. DIAGRAMS 1 – 7 Refers.

MEMORANDUM TO ALL CONTRACTORS AND SUB- CONTRACTORS

December 2006

SUMMARY OF REGULATIONS – RIVERVIEW WATERFRONT ESTATE

It is essential that all contractors, sub-contractors and suppliers of services familiarize themselves with the Riverview Waterfront Estate Design Manual (RWEDM) and the associated Rules and Regulations. A high premium is placed on security, cleanliness, maintenance of roads and infrastructure and safety within the Riverview Waterfront Estate (RWE).

It is therefore imperative that these regulations are adhered to and that movement in and out of RWE as well as the number of people on site be kept to the bare minimum. The RWE Manager has been briefed to control and enforce the regulations with particular reference to the following items.

22. Heavy Vehicles

22.1. The following vehicles are not permitted in the RWE:

- a) Articulated trucks or any other delivery trucks / vehicles exceeding 4 ton including trailer and load. **(Refer to the Design Manual Regulation 15: Roads, Driveways and Parking with specific**

reference to sub-regulation 15.4 Safety regulation in respect of vehicles : Vehicle and load weight limit within the development)

- b) Cranes and earthmoving equipment on caterpillar tracks.
- c) Any vehicle, which in the opinion of the RWE Manager, will cause damage to the RWE infrastructure.

23. Security

23.1. Transporting employees:

To avoid congestion at the RWE entrance, contractors should marshal their employees at a remote point prior to transporting them into the Estate e.g. the corner of French Street and Mentone Road. The contractor must transport all employees directly to and from the construction site in the RWE. This includes moving employees between construction sites in the RWE. Idle employees and employees who have completed their work for the day should be removed from the premises with the minimum of delay.

23.2. Registration of employees and vehicles:

Only contractors, sub-contractors and employees registered with RWE Management will be permitted to enter the RWE. A copy of the person's identity document must be furnished on registration. Vehicles requiring access to the RWE must also be registered. RWE Management reserves the right of admission to the RWE.

23.3. Lists of employees and vehicles:

Contractors are reminded that a comprehensive list of all employees, sub-contractors and vehicles associated with each site, is to be handed to the RWE Manager prior to commencing any site operations.

23.4. Access to the RWE:

All employees are to be checked against a security checklist on entering or leaving the RWE. Automatic gate access cards may be issued at the discretion of the RWE Manager. Where the number of employees being transported exceeds 6, they should disembark and proceed in an orderly fashion through the security check point and immediately embark again at a point designated by the security staff. No person associated with a contractor may trespass beyond the building site, loiter, walk, picnic, fish, recreate or swim in the RWE.

23.5. Spot Checks:

The RWE Management reserves the right to request spot checks to be carried out on vehicles leaving the RWE.

24. Site Establishment

24.1. Written Approval:

Written approval must be obtained from the RWE Manager prior to the commencement of any site operations. Approval will be withheld until at least the following criteria are met.

- 24.1.1. **The appropriate Building Commencement Deposit has been paid.** A deposit of R10 000 will be applicable for each construction site. If an

additional erf is used for storage, subject to owners consent, a further R10 000 deposit will be charged.

- 24.1.2. **In addition an owner is to lodge a Building Completion Deposit** calculated at 2% of the building contract value including vat, capped at R60 000,00 which will be refunded, interest free, only when the RWE Manager advised by the ARCHCOM committee is satisfied that all aspects of the design manual have been met. Minor alterations will be charged at fees on a sliding scale at the discretion of the ARCHCOM committee.
- 24.1.3. The hoarding must be erected and toilet facilities provided.
- 24.1.4. Suitable water and electricity connections must be provided.
- 24.1.5. A copy of the approved plan has been lodged with the RWE Manager together with an undertaking that all financial arrangements are in place to ensure the uninterrupted completion of the project.
- 24.1.6. The RWE Manager has approved the nominated site foreman and is satisfied that he understands his responsibilities regarding the relevant RWE rules and regulations.
- 24.1.7. The Contractor, Sub-Contractor or Owner must

erect a Contractor's Notice Board on the site giving the necessary details as required by the RWE Manager. These boards and signs are either to be hired from RWEHOA for a nominal fee or have the design approved by the RWE Manager before being erected.

- 24.1.8. Access to the construction site for the purpose of site operations will be denied to the contractor, sub-contractors and suppliers until the above mentioned approval has been issued.
- 24.2. Once the written approval has been issued, construction must commence without delay and the project completed within 12 months. In cases where 12 months is considered insufficient time, a written motivation for an extension should be submitted to the RWE Manager for consideration. Should construction exceed the time agreed upon between the owner and ARCHCOM represented by the RWE Manager, the ARCHCOM Committee shall have the right to deduct an amount calculated at R300 per day from the deposit paid by the owner as a penalty for late completion.
- 24.3. All Contractors and Sub-Contractors who are involved with the construction of houses on the RWE must be registered with the National Home Builders Registration Council (NHBRC) and must furnish the Registration Certificate before commencement of the contract. This applies to Owner Builders as well and where applicable must furnish an

Exemption Certificate in terms of the Housing Consumer Protection Measures Act 95 of 1998.

25. Safety & Responsibilities

- 25.1. **OHASA:** It is the sole responsibility of all contractors and sub-contractors to ensure that they comply with all aspects of the applicable Occupational Health and Safety Act whilst engaged in activities within the boundaries of the RWE.
- 25.2. **Fire Hydrants:** Contractors are prohibited from hindering access to the yellow fire hydrants. Water may not be used from the fire hydrants for any purpose other than extinguishing fires.
- 25.3. **Accountability:** The contractor will be accountable for the activities of his employees and sub-contractors whilst on the RWE property.
- 25.4. **Site Responsibilities:** The designated site foreman must be present whenever the contractors' or sub-contractors' employees are on site. It is his responsibility to ensure that those present on site adhere to the relevant rules and regulations.

26. General Cleanliness

- 26.1. **Hoarding:** The perimeter of a construction site/s shall be enclosed by a shade cloth hoarding screen at least 2 meters in height. The shade cloth must have a minimum density of 60%. The perimeter is to include all materials, tips and on site ablution facilities. The shade cloth should be supported by an evenly spaced pole structure at maximum 3,00 meter centres, with stable horizontal members supporting the top and bottom edges of the shade

cloth. The hoarding must be maintained and should be of neat appearance at all times.

The design should take cognizance of the prevailing winds and slope of the site. The hoarding should step down where appropriate (or follow the slope of the site) and encompass the area required for building purposes. Adequate arrangements must be made to prevent building material, such as sand, from being blown on to adjacent properties.

- 26.2. **Refuse and Rubble:** Each construction site to have at least six refuse bins/drums or a refuse 'kraal' (2 meter x 2 meter) where all refuse generated on the site can be stored prior to removal. The contractor should keep the site as tidy as possible and arrange for the regular removal of refuse, surplus material and rubble. The contractor must ensure that all employees, including sub-contractors, use the on-site toilet facilities.
- 26.3. **Damage:** On completion of the contract, all sites affected by the project are to be 'made good'. The adjacent houses and their screen walls are to be restored to their original condition. This must be done to the satisfaction of the relevant owner and the RWE Manager within fourteen days of completing the project. Any damage to the RWE infrastructure which results in a degrade of service to residents, must be remedied immediately.
- 26.4. **Working Hours:** Construction activities may only take place within the hours stipulated in the design manual. Permission to work beyond normal working

hours must be obtained from the RWE Manager.

- 26.5. **Noise:** Unnecessary and excessive noise emanating from a construction site is often the cause of complaint. Please cooperate by eliminating unnecessary noise on your site.
- 26.6. **Subcontract works / short term repairs & maintenance:** Contractors and Sub-contractors whose contract is of a short duration, eg. builders, painters, garden services, suppliers, window cleaners, repairman and maintenance services etc. must remove from the RWE any refuse and rubble that is generated through their work at the end of each day.

27. Penalties

- 27.1. 25.1 RWE Management at their sole discretion reserves the right to dismiss from the RWE site any foreman, builder, contractor, sub-contractor, their staff or suppliers that disobey orders.
- 27.2. 25.2 If contractors or their sub-contractors do not comply with the regulations, penalties at the discretion of the RWE Manager will be deducted from the deposit.

28. Contractors Deposit & Final Inspection

- 28.1. **Building Deposit:** The deposit as prescribed in 23.3.1.1 is payable prior to commencing site operations. It is to cover possible damage to adjacent properties and RWE infrastructure. The deposit will be refunded after the RWE Manager has carried out a final inspection. Prior to requesting the final inspection the contractor must ensure that

- 28.1.1. all vacant erven affected by construction activity have been restored to their original condition.
 - 28.1.2. damage to adjacent buildings and walls has been 'made good' to the relevant owners satisfaction.
 - 28.1.3. the sewerage connection has passed a final inspection by the RWE Maintenance Contractor.
 - 28.1.4. copies of 'as built' plans as well as a copy of the completion certificate issued by the Ndlambe Building Inspector are lodged with the RWE Manager.
- 28.2. **Final Inspection:** The purpose of the final inspection by the RWE Manager is to protect the interests of the RWE and ensure that all aspects of the RWE Design Manual have been adhered to in a satisfactory manner.

29. General

- 29.1. As more and more vacant sites are developed, building activities will have an increasing adverse effect on residents. It is in our mutual interest that you manage your sites with the objective of minimizing the impact building activities have on residents.
- 29.2. This document should be read in conjunction with the design manual and the rules and regulations. Any queries should be directed to the RWE Manager.

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