



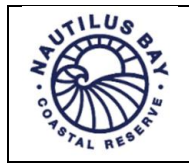
Governing Documentation

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CONSTITUTION

1. NAME

The name of this Association is the Nautilus Bay Coastal Reserve Homeowner Association (a legal entity established by virtue of Ordinance 15 of 1985).

2. DEFINITIONS

In this Constitution, unless the context indicates the contrary:

2.1. **“Association”** means the Nautilus Bay Coastal Reserve Homeowner Association which Association has been established in terms of the provisions of Section 29(1) of the Land Use Planning Ordinance No 15 of 1985, with the objectives and powers as more fully set out herein;


2.2. **“Common Property”** means those areas or Units in the Development not designated for private ownership by Members, and without derogating from the generality thereof, shall include:

2.2.1. those Units in the Development registered in the name of the Association for the benefit of its Members, as more fully set out in the Title Deeds T009542/10 and T057367/10; and


2.2.2. those Units or areas in the Development designated as Common Property from time to time by the Association, authorized by its Members:

2.3. **“Development Conditions”** means the Development Conditions annexed hereto as **Annexure “A”**, and shall include any amendments or additions thereto imposed from time to time by the Association;

2.4. **“Developer”** means Vuru Vuru Estate West Proprietary Limited, Registration Number 1999/006617/07, or its successors-in-title;

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- 2.5. **“Development”** means the development known as the Nautilus Bay Coastal Reserve, established on the Property, for the purpose of a private nature reserve and private holiday homes;
- 2.6. **“Executive Committee”** mean the committee as contemplated in clause 6 herein;
- 2.7. **“Financial year”** means the period from 1 March during a given calendar year until the last day of February during the subsequent calendar year;
- 2.8. **“Local Authority”** means the Municipality and Division of Mossel Bay, Western Cape Province, or its successor in title;
- 2.9. **“Management Plan”** means the report titled the Vuru-Vuru Environmental System, being the environmental management report of the Development;
- 2.10. **“Member”** means a Member of the Association and a registered owner of a Unit, as contemplated in **clause 5** herein;
- 2.11. **“Mossgas Agreement”** means a written agreement between Mossgas 1985 Proprietary Limited (or its successors-in-title), the Association and the Developer, as contemplated in clause 18 herein;
- 2.12. **“Phase 2”** means the development of a Portion (in extent approximately 186 hectares) of Portion 3 of the Farm Klipfontein No 249, Division of Mossel Bay, Republic of South Africa, in terms of a Development Zone II and Open Space Zone III (nature reserve) zoning, as contemplated in **clause 19** herein;
- 2.13. **“Private Open Spaces”** means that portion of a Unit on which no building(s) shall be erected;

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2.14. **“Property”** means Portion 1 of the Farm Klipfontein No. 344, in the Municipality and Division of Mossel Bay, Western Cape Province, Republic of South Africa, and all and any sub- divisions thereof, as more fully indicated on General Plan No SG 1442/2002, as approved on 05/12/2002;

2.15. **“Unit”** means a sub-divided portion of the Property, as more fully indicated on General Plan No SG 1442/2002; words importing the singular shall include the plural and the converse shall also apply; the masculine gender shall include the feminine and neuter genders shall include the masculine and feminine genders.

3. HEADNOTES

The headnotes to the clauses in this Constitution are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate.


4. OBJECTIVES AND POWERS

The objectives and powers of the Association will be as follows:

4.1. Main objectives

The main objectives of the Association are:


- 4.1.1. to propose and implement high standards in the Development to ensure maximum enjoyment of the Development by inhabitants thereof as well as visitors thereto.
- 4.1.2. to establish the necessary guidelines and rules to ensure that the least possible damage to the sensitive eco-system in the Development is caused in the interest of its inhabitants,
- 4.1.3. the environment, the region as well as the country.

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4.2. POWERS AND IMPLEMENTATION

To give effect to the abovementioned main objectives, the Association shall have the following powers, subject to clause 6.4 hereunder:

- 4.2.1 to control the nature and extent of all structures to be erected in the Development in order to ensure a high standard of development with harmonious and acceptable aesthetic, architectural and environmental aspects of the Development for the benefit of the owners;
- 4.2.2 to take transfer and control of the common property of the Development in order to ensure the improvement, control, maintenance and conservation thereof;
- 4.2.3 to own and control all amenities and facilities on the common property, for example tracks for use by vehicles, bicycles and people, servitude areas, streams, dams, recreational facilities as well as any other facility(s) not available for the exclusive use by any Member or other person;
- 4.2.4 to ensure that Members comply with the provisions applicable to the zoning of the Development, as stipulated by the relevant authorities;
- 4.2.5 to impose and implement provisions necessary from time to time to attain the objectives of the Association and to ensure compliance therewith from Members where necessary;
- 4.2.6 to object to any further sub-division(s) of the Property, or of any Units;
- 4.2.7 to consult any professional person – duly qualified thereto in the discretion of the Association – to advise them with regards to the realization of its objectives and the execution of its powers;

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4.2.8 to employ staff:

a. Full time:

The following persons must be employed on a fulltime basis:

- i. a Development manager(ess) – to be a duly qualified person with suitable experience in nature conservation and management.
- ii. sufficient staff to assist the Development manager(ess) in the execution of his/her tasks. No accommodation for such persons will be available in the Development.

b. Part time:


The necessary additional staff will be employed on a part time basis from time to time to assist the fulltime staff in the execution of tasks which cannot reasonably be performed by the fulltime staff. No accommodation for such part time staff will be available in the Development.

4.2.9 to appoint any agent to duly fulfill any of the obligations and/or functions of the Association.

4.2.10 to liaise with the Local Authority, or any other competent authority or party with regards to any aspect of the management of the Development;

4.2.11 to ensure that all Members at all times keep their Private Open Spaces in a tidy and clean condition as well as to comply with any other stipulation(s) in relation to such spaces;


4.2.12 to implement the necessary security measures from time to time with regards to access to the Development by the general public;

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- 4.2.13 to establish or revoke any regulation(s) and/or guideline(s) and to ensure that all Members duly conform to the objectives of the Association, which regulation(s) and/or guideline(s) will be equally applicable to all Members;
- 4.2.14 to levy any fines on any Member who failed to duly fulfill any of his/her/its obligations in terms of this Constitution;
- 4.2.15 to constitute any guideline(s) and/or standard(s) to optimize co-existence by owners of, and visitors to, Units in the Development in order to achieve the main objectives of the Association, as well as to ensure maximum enjoyment of the Development by all such parties;
- 4.2.16 to subscribe to and support all aspects of nature conservation;
- 4.2.17 to amend the contents of the Development Conditions from time to time, if necessary;
- 4.2.18 to ensure that no pets are kept in the Development;
- 4.2.19 to procure the necessary consent by any Member(s) to facilitate the provision of any essential services on any Private Open Space(s), which Member's consent shall not be unreasonable withheld; and
- 4.2.20 to do, or cause to be done, all that is necessary or required to maintain and advance the objectives of the Association.

5. MEMBERS

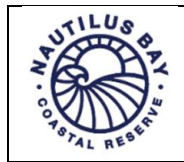
- 5.1. Membership of the Association shall be compulsory and automatic upon the registration of any Unit(s) in the name of a Member and Members shall be obliged to comply with the provisions of this constitution and any rules or regulations made in terms hereof.
- 5.2. No person or party shall be entitled to cease to be a member of the Association while remaining the registered owner of a Unit, or be entitled to resign therefrom.

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- 5.3. When a Member ceases to be a registered owner of a Unit he/she/it shall ipso facto cease to be a member of the Association.
- 5.4. Membership shall be transferred by the passing of transfer of any Unit from the previous Member to the new Member.
- 5.5. A Member shall not be entitled to sell or transfer a Unit unless it is a condition of the Deed of Sale that the new purchaser become a Member of the Association.
- 5.6. A Member may be a private person, a legal person or any other body or entity legally entitled to be the registered owner of land in terms of South African law.
- 5.7. Where more than one person, body or entity as contemplated in clause 5.6 above are the registered owners of a Unit, such registered owners shall jointly be deemed to be one Member, but such registered owners shall be jointly and severally liable for the due fulfilment of all obligations arising from such membership.

6. EXECUTIVE COMMITTEE

- 6.1. The Executive Committee shall consist of 5 (five) resident Members, or the spouses of resident Members, elected at the Annual General Meeting of the Association. Any Executive Committee member shall be eligible for re-election.
- 6.2. An Executive Committee member shall cease to hold office as such if:
 - 6.2.1. he/she by notice in writing to the Executive Committee resigns his/her office;
 - 6.2.2. he/she is or becomes of unsound mind;
 - 6.2.3. he/she surrenders his/her estate as insolvent or his/her estate is sequestrated;
 - 6.2.4. he/she is convicted of an offence which involves dishonesty;




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- 6.2.5. he/she absents himself/herself from 3 (three) consecutive meetings of the Executive Committee without special leave of absence from the Executive Committee;
- 6.2.6. by resolution of a general meeting of the Association he/she is removed from his/her office; and
- 6.2.7. he/she ceases to be a registered owner of a unit.
- 6.3. The following shall be applicable to meetings of the Executive Committee:
- 6.3.1. the Executive Committee shall meet at such time and place as shall be decided from time to time;
- 6.3.2. a meeting may be conducted in full or in part by way of telephone- or video conference;
- 6.3.3. 3 (three) Executive Committee members may at any time convene such a meeting by giving to the other members no less than 10 (ten) days written notice of the proposed meeting, which notice shall specify the reason for calling such a meeting: provided that in cases of emergency such shorter notice as is reasonable in the circumstances may be given.
- 6.3.4. 4 (four) members shall form a quorum at any meeting of the Executive Committee.
- 6.3.5. Within 7 (seven) days from the Annual Meeting the Executive Committee shall meet and elect from its Members a chairman. The chairman elected shall hold office as such until a new chairman is elected.
- 6.3.6. All matters at any meeting of the Executive Committee shall be determined by a majority of those present and voting. In the event of any equality of votes, the chairman of any meeting shall have a casting vote as a deliberate vote.

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6.3.7. The Executive Committee may from time to time appoint a secretary and a treasury, or a secretary/treasurer.

6.3.8. The Executive Committee shall keep minutes of all its meetings which shall be available for inspection by any Member on request.

6.4. The management and administration of the Association shall vest in the Executive Committee which may exercise all such powers of the Association and do, on behalf of the Association, all such acts as may be exercised and done by the Association itself. Without in any way limiting the generality of the foregoing such powers shall include, but not be limited to, the following:

6.4.1. the performance of such acts as are necessary to accomplish the objectives expressed or implied herein;

6.4.2. the investment and re-investment of monies of the Association, not immediately required, in such manner as may from time to time be determined;

6.4.3. the operation of a banking account with all powers required by such operation;


6.4.4. the making of, entering into and carrying out of contracts or agreements for any of the purposes of the Association;

6.4.5. the employment and payment of agents, servants and any other parties;

6.4.6. the making, amendment and repeal of rules which shall be binding upon Members as if they form part of this Constitution;

6.4.7. the right to sue and to defend an action in the name of the Association and to appoint legal representatives for this purpose;

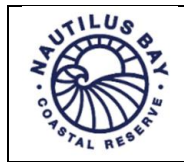
6.4.8. the levying of a subscription (levy) payable by Members to enable the Association to fulfil its financial obligations; and

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- 6.4.9. the preservation of the architectural theme of the Development and the adjudication upon any proposed extension, addition and/or alterations to the Development or Units, and all improvements thereon in accordance with the provisions of the Development Conditions.
- 6.5. Any act(s) performed by Executive Committee members shall, notwithstanding that it is after the performance of the act discovered that there was some defect in the appointment or continuance in office of any Executive Committee member, be as valid as if such Executive Committee member has been duly appointed in office.
- 6.6. Executive Committee members shall be entitled to be repaid all reasonable and bona fide expenses incurred by them in connection with and incidental to the performance of their duties as Executive Committee members, but save as aforesaid, shall not be entitled to any other remuneration, fees or salary in respect of the performance of such duties.
- 6.7. No Executive Committee Member shall be liable to the Association or to any Member thereof, or to any other person whomsoever for any act or omission by himself/herself, by the Association, or by its servants or agents. An Executive Committee member shall be indemnified by the Association against any loss or damage suffered by him/her in consequence of any purported liability; provided that such member has, upon the basis of information known to him, or which should reasonably have been known to him, acted in good faith and without gross negligence.

7. GENERAL MEETINGS OF THE ASSOCIATION

- 7.1. The Association shall hold a general meeting annually 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 such a meeting. Such a meeting to be held on a day determined by the Executive Committee but shall take place during the period from 16 December of the one year to 31 March of the next year.



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- 7.2. Such Annual General Meeting shall be held at such time and place, subject to the a foregoing provisions, as the Executive Committee shall decide from time to time.
- 7.3. All general meetings other than Annual General Meetings shall be called “special general meetings”.
- 7.4. The Executive Committee may, whenever it thinks fit, convene a special general meeting.
- 7.5. An Annual General Meeting shall be convened on not less than 21 (twenty one) days’ notice in writing to Members the notice shall be inclusive of the day on which it is given and shall specify the place, the day and the hour of the meeting as well as the general nature of the matter to be discussed; provided that any meeting shall, notwithstanding that it is called by shorter notice than that specified, be deemed to have been correctly called if it is so agreed by 80% (eighty per cent) of the Members present during such meeting.
- 7.6. The accidental omission to give notice of a meeting to, or the non-receipt of a notice of a meeting by any person entitled to receive such notice, shall not invalidate the proceedings of that meeting.
- 7.7. No matter shall be discussed at any such meeting unless a quorum is present when the meeting commences. Save for the purposes of a resolution required in terms of clause 11 and 13 thereof, a quorum for all other purposes shall be Members present in person or by proxy and holding not less than 20% (twenty per cent) of the total number of votes available to be cast by Members at the time that such meeting commences.
- 7.8. The chairman of the Executive Committee shall preside at every General Meeting.




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7.9. At all General Meetings, resolutions put to the vote shall take place by the show of hands, unless by majority vote the meeting decides that voting shall be by ballot in which event the ballot shall take place immediately. Voting, whether by show of hands or by ballot, shall take place in accordance with the following provisions:

- 7.9.1. each Member present in person shall have one vote for each Unit registered in his/her name;
- 7.9.2. multiple owners of a single Unit shall collectively have one vote as contemplated in clause 7.9.1 above;
- 7.9.3. each person as proxy for a Member shall have, on behalf of the Member who/which is represented, the voting rights according to the provisions of clause 7.9.1 above;
- 7.9.4. each Member and person present as proxy for a Member shall indicate clearly how he/she casts each vote to which he/she is entitled as aforesaid;
- 7.9.5. the Developer, or its duly authorized representative, shall have voting rights in accordance with the provisions of clause 7.9.1 above;
- 7.9.6. all resolutions shall, except as applicable to special general meetings, be by simple majority of those Members present in person or proxy at the meeting and voting; and
- 7.9.7. the chairman of the meeting shall count the votes cast for and against the resolution and shall declare it carried or lost as the case may be.

7.10. In addition, to any other matters required to be dealt with at an Annual General Meeting, the following matters shall be dealt with at every Annual General Meeting:

- 7.10.1. in consideration of the chairman's report;

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7.10.2. the election of the Executive Committee;

7.10.3. the consideration of the report of the auditors and fixing of their remuneration;

7.10.4. the confirmation of any budget proposed by the Executive Committee;

7.10.5. 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; and

7.10.6. the confirmation of the annual subscription (levy) and any special levy determined by the Executive Committee.

7.11. The granting of proxy to persons to represent a Member shall be done on the following basis:


7.11.1. the instrument appointing a proxy shall be in writing in the common form, or any form approved by the Executive Committee under the hand of the appointer, or of his duly authorized representative, in writing; and

7.11.2. written proof of a proxy must be delivered to the domicilium citandi of the Association by not later than 5 (five) days prior to the date of the relevant meeting.

7.11.3. Should a Member fail to duly comply with the provisions under this clause then its right to vote shall lapse

8. SUBSCRIPTIONS (LEVIES)


8.1. The Association, through the Executive Committee, shall be entitled to levy the annual subscription for the purpose of meeting all expenses which the Association has incurred or to which the Executive Committee reasonably anticipates the Association will be put and to defray the costs of managing and administering the Association to achieve its objectives set out in clause 4 hereof. Such subscription may be fixed and collected from Members annually or monthly in advance.

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- 8.2. The Executive Committee shall be entitled at its discretion to increase the annual subscription from time to time.
- 8.3. The annual subscription shall commence on a date to be determined by the Executive Committee. Subscriptions during subsequent year periods will be payable as follows:
- 8.3.1. on the first day of March of a given financial year (if payable annually in advance); or
- 8.3.2. on the first day of each calendar month with effect from March of a given financial year (if payable monthly in advance).
- 8.4. The Executive Committee may from time to time determine and collect special levies from Members in addition to the annual subscriptions should the need for such additional levies arise or circumstances so dictate.
- 8.5. If the annual subscription, whether payable annually or monthly in advance, is not paid within 90 (ninety) days of due date, then such subscription shall become delinquent and the Association may institute legal proceedings against the Member for the recovery thereof and the costs of such proceedings shall be added to the subscription due by the delinquent Member. A Member whose subscription is delinquent for the current year shall not be entitled to nominate candidates for election to serve on the Executive Committee.

9. ACCOUNTS

- 9.1. The Executive Committee shall cause proper books of account of the administration and finance of the Association to be kept at the domicilium of the Association, or such other place or places as it may think fit, for inspection by any Member.
- 9.2. The Executive Committee shall cause to be laid before the Association in Annual General Meetings, books of account, balance sheets and reports of or to the Association.

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9.3. At least once a year the accounts of the Association shall be examined and the correctness of the income and expenditure account and the balance sheets ascertained by the auditors.

10. DOMICILIUM

For all purposes arising out of this constitution including the giving of notices and the serving of legal process, the Association and each Member chooses domicilium citandi et executandi as follows:

10.1. the Association at:

C/o Status-Mark Property Management 11 Meyer Street, Mossel Bay 6500
P.O. Box 567, Mossel Bay 6500 Tel: +27 (0)44 691 3054
Fax: +27 (0)86 566 5394
Email: status1@status-mark.co.za;

10.2. each Member at:

the registered address of the relevant Unit(s).


Any notice which may be required to be given in terms of this Constitution may be given by the dispatch of such notice in writing by pre-paid post, in which event such notice shall be deemed to have been received 10 (ten) days after the posting thereof from any Post Office within the Republic of South Africa.

11. AMENDMENTS TO THE CONSTITUTION

Any amendments to the Constitution must be:

11.1. passed by a resolution of not less than 75% (seventy five per cent) of Members present and entitled to vote at a general meeting; and

11.2. confirmed by the Local Authority and the Developer (should the developer still be the registered owner of unit(s) at the time of the adoption of such resolution) in writing.

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12. NON-LIABILITY OF MEMBERS

No Member of the Association shall incur any personal liability in respect of acts done or liabilities incurred by, or on behalf of the Association.

13. PRIVATE OPEN SPACES

13.1. Such areas shall comprise that portion of a Unit on which the erection of any buildings or improvements is prohibited, as indicated on the site plan approved by the Local Authority in respect of each Unit.

13.2. No Private Open Space, or portion thereof, may be:

13.2.1. separately sold, let, alienated, subdivided or transferred or otherwise be disposed of or encumbered; or

13.2.2. subjected to any rights whatsoever, essential services excluded; or


13.2.3. structurally improved without the prior written consent of:

13.2.3.1. the Association by means of a special resolution to be passed at an Annual General Meeting by at least 75% (seventy-five per cent) of Members present and entitled to vote; as well as,

13.2.3.2. the Developer as registered owner of a Unit(s); as well as,

13.2.3.3. the Local Authority.

13.3. Any improvement(s) or alteration(s) to any Private Open Space, if approved, must comply with the provisions of the Development Conditions, as well as the Management Plan.

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14. DISPUTE SETTLEMENT

14.1. Should any dispute or doubt arise as to the interpretation of this Constitution or any rules and regulations of the Association, the Executive Committee shall be the final arbitrator and its decision shall be binding upon the Members.

14.2. Should any dispute(s) arise with regard to any other aspect as referred to under 14.1 above then such dispute(s) shall be dealt with as follows:


14.2.1. if such dispute is of a legal nature then it shall be referred to a practicing senior advocate with at least 5 (five) years relevant experience;

14.2.2. if such dispute is of a technical nature then it shall be referred to a duly qualified and competent professional person with at least 10 (ten) years of experience in a related field;

14.2.3. should the parties to such dispute not agree to the hereinbefore mentioned nominations then the President of the Western Cape Law Society (or its successor-in-title) shall be requested to act therein as arbitrator who shall be entitled to nominate any person to act as arbitrator on his behalf;

14.2.4. any arbitrator shall not be bound to follow strict principles of law but may decide that the matter submitted to him/her according to what is considered in terms of which strict rules of law need not be observed or taken into account by him/her in arriving at a decision. Such procedures must be dealt with as informally and expeditiously as possible;

14.2.5. the arbitrator shall, in the event that the parties to such dispute cannot agree thereto, make a decision with regard to the liability of such parties as to costs incurred in the attainment of such settlement by arbitration;

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14.2.6. all parties, as part to a dispute or otherwise, shall be bound by the decision of such an arbitrator whose decision may be made an order of any competent court of law; and

14.2.7. notwithstanding the reference herein as “an arbitrator” such person shall act as an expert and shall therefore not be bound by the provisions of the laws of Arbitration of the Republic of South Africa.

15. SUBMISSIONS OF PLANS

No Member shall submit any plans to the Local Authority, or commence the erection of, or alteration, or addition to, any building or other structure on any Unit, or permit the same, unless the plans thereof have first been submitted to, and approved by, the Association in accordance with the procedures and guidelines set forth in the Development Conditions.

16. SUBDIVISION AND CONSOLIDATION


No Member shall be entitled to subdivide any Unit. Two adjoining units may be consolidated in which case the:

16.1. development thereof will be subject to the relevant provisions as contained in the Development Conditions; and

16.2. voting rights of the relevant Member shall be determined in accordance with the provisions under clause 7.9 herein.

17. PLANTS

In the light of the sensitive ecological balance in the Development and the importance to least disturb such balance the following provisions will be applicable to the management of plants in the Development by Members:

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17.1. General

All Members (or potential Members) are requested to avail themselves of the contents of the Management Plan. Such plan offers comprehensive information on, amongst other, the plant life in the Development as well as which practices are preferred or otherwise.

17.2. Units

Only indigenous plant species, as prescribed in the Management Plan, are allowed on Units. Alien plants must be removed. The natural plant life must be least disturbed.

17.3. Private Open Spaces

The natural plant life in such areas must be least disturbed. Any removal, replacement or new plantings of indigenous plants within such areas are subject to the consent of the manager of the Development. Only plant species as prescribed in the Management Plan may be planted. Alien plants must be removed from such areas.


18. MOSSGAS AGREEMENT

Such agreement is being concluded in writing which agreement has as its objective to establish a contractual relationship between Mossgas (or its successors-in-title) and the Association (as successor-in-title of the common property in the Development) and will embody all relevant aspects with regard to the rights and obligations of:

18.1. Mossgas (or its successors-in-title) as the:

18.1.1. servient party in terms of a water pipe-line servitude which will stretch from a supply point of the Municipality over certain properties in ownership of Mossgas to the Development;

18.1.2. dominant party in terms of a pipe-line servitude which will stretch over the common property in the Development;

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18.2. the Developer or Association as the:

18.2.1. servient party in terms of the servitude mentioned under 18.1.2 above;

18.2.2. dominant party in terms of the servitude mentioned under 18.1.1 above;

18.3. both parties with regard to all other aspects with regard to access to the Development.

19. PHASE 2


Members must take note that the Developer (per separate legal person as grantee in terms of an Option to Purchase) has applied for the rezoning and subdivision of an adjacent coastal property, being a portion of Portion 3 of the Farm Klipfontein Number 249, Division of Mossel Bay, situate to the west of the Development, to develop phase 2 as an additional phase. Should such development be undertaken then it will have the following likely impact on and relationship with the Development:

19.1. the residential component of phase 2 (approximately 52 units) will be situated approximately 4 kilometers from the Development. Such residential component will have a separate road access from the Vleesbaai/Gouritsmond road and will function as a separate entity with its own Home Owners Association;

19.2. the nature reserve component (common property), approximately 160 hectares in extent of phase 2, will be “incorporated” in the adjoining nature reserve component of the Development where after such total area will be under a central management;

19.3. Members in the Development will have reasonable access to the common property in phase 2 and (future) Members in phase 2 will have reasonable access to the common property in the Development; and

19.4. a written agreement will be entered into between the then owners of the two properties which agreement will contain all relevant provisions with regard to such future relationship to the mutual benefit of both developments and the

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future owners thereof. The content of such an agreement will, if deemed necessary, be notarial executed and registered to render it binding upon the Home Owners Associations of both developments in future.


20. RIGHT OF ACCESS

A right of access to the Development had been granted to certain Adriaan Nortjé subject to the following conditions:

20.1. such right shall endure for the life duration of the said Nortjé; and

20.2. access to the Development by the said Nortjé shall be restricted to the adjacent coast solely for purposes of angling during all reasonable times.

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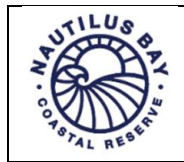
1. DEFINITIONS

In this Agreement, unless the context indicates the contrary:

- 1.1. **“Aesthetic Committee”** means a committee comprising those designated member(s) of the Executive Committee of the Association, as well as the Controlling Architect appointed by the Association from time to time;
- 1.2. **“Association”** means the Nautilus Bay Coastal Reserve Home Owners Association which Association has been established in terms of the provisions of Section 29(1) of the Land Use Planning Ordinance No 15 of 1985;
- 1.3. **“Approved Plans”** means a set of building plans as approved by the Aesthetic Committee and/or the Local Authority regarding any alterations or new buildings;
- 1.4. **“Building Rules”** means the building rules contained herein, together with all annexures, as amended from time to time;
- 1.5. **“Common Property”** means those areas or Units in the Reserve not designated for private ownership by Members, and without derogating from the generality thereof, shall include:
 - 1.5.1. those Units in the Reserve registered in the name of the Association for the benefit of its Members, as more fully set out in Deeds of Transfer No T009542/10 and T057367/10; and
 - 1.5.2. those Units or areas in the Reserve designated as Common Property from time to time by the Association, authorised by its Members;
- 1.6. **“Builder/Contractor(s)”** means any natural person or legal entity appointed by the Member of a Unit in the Reserve to construct a building, or part thereof, on the Unit and includes the members, directors, sub-contractors and agents of such person or entity;

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- 1.7. **“Design Guidelines”** means the Architectural Design Guidelines annexed hereto as **Annexure “A”**, and shall include any amendments or additions thereto imposed from time to time by the Association;
- 1.8. **“Developer”** means Vuru Vuru Estate West Proprietary Limited, Registration Number 1999/006617/07, or its successors-in-title;
- 1.9. **“Reserve”** means the Reserve known as the Nautilus Bay Coastal Reserve, established on the Property, for the purpose of a private nature reserve and private holiday homes;
- 1.10. **“Development Conditions”** means the conditions imposed from time to time by the Association in order to regulate and control development and building activities in the Reserve and which conditions are contained in the Building Rules, Architectural Design Guidelines and the Constitution of the Association;
- 1.11. **“Executive Committee”** means the committee as contemplated in **clause 6** of the Constitution of the Association;
- 1.12. **“Reserve Manager”** means a manager so appointed by the Association from time to time in terms of its Constitution;
- 1.13. **“Local Authority”** means the Municipality and Division of Mossel Bay, Western Cape Province, or its successor in title;
- 1.14. **“Member”** means a member of the Association and a registered owner of a Unit, as contemplated in **clause 5** of the Constitution of the Association;
- 1.15. **“Private Open Spaces”** means that portion of a Unit on which no building(s) shall be erected;
- 1.16. **“Property”** means Portion 1 of the Farm Klipfontein No. 344, in the Municipality and Division of Mossel Bay, Western Cape Province, Republic of South Africa, and all and any sub-divisions thereof, as more fully indicated on General Plan No SG 1442/2002, as approved on 05/12/2002;



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- 1.17. **“Supplier”** means a natural person or legal entity which supplies any product or service to the Member or the latter’s Builder/Contractor;
- 1.18. **“Unit”** means a sub-divided portion of the Property, as more fully indicated on General Plan No SG 1442/2002;
- 1.19. words importing the singular shall include the plural and the converse shall also apply; the masculine gender shall include the feminine and neuter genders shall include the masculine and feminine genders.

2. INTRODUCTION

- 2.1. The Association, being the representative of the residents and Members in the Nautilus Bay Coastal Reserve, has adopted certain rules, relating to requirements applicable to the approval of building plans, measures to endeavour to ensure adherence to approved building plans and building contractor activity in the Reserve, and associated matters.
- 2.2. The primary intention of the provisions hereunder is to ensure as far as reasonably practicable that any building work adheres to the Development Conditions laid down by the Local Authority and that all building activity at Nautilus Bay Coastal Reserve occur with the least possible disruption to Members, and at the same time maintaining optimum security levels.
- 2.3. In the event of uncertainty, Members or their Builder/Contractors may contact the responsible member of the Executive Committee or the Reserve Manager for clarity.

3. LEGAL STATUS

- 3.1. The Nautilus Bay Coastal Reserve was established in 1998 by the Western Cape Department of Housing and Planning in terms of the provisions of Section 29(1) of the Land Use Planning Ordinance No. 15 of 1985. In terms thereof, the Property was re-zoned as Resort Zone II and Open Space III (Private Nature Reserve), subject to various conditions.
- 3.2. All Units registered in the name of Members are zoned Resort Zone II.

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3.3. One of the objectives of the Nautilus Bay Coastal Reserve Homeowners Association is to ensure that the building activities conducted on the Property do comply with the conditions as stipulated by the Mossel Bay Municipality.

4. MEMBERS' OBLIGATIONS AND RESPONSIBILITIES

4.1. The conditions governing building activities that are set out in this document are rules adopted by the Association and are therefore binding on all Members, their Builder/Contractors, Consultants, Architects and Suppliers.

4.1.1. All Members are responsible to ensure full compliance herewith by their Builder/Contractors, Suppliers and Architects.


4.1.2. All Members are obliged to ensure that their Builder/Contractors and Architects are made aware of Development Conditions and comply strictly therewith. Members, Builder/Contractors and Architects are required to ensure compliance with the relevant sections of the security rules applicable to Suppliers

4.1.3. Members are therefore required to include the Development Conditions in any building contract and any contract with an Architect in respect of the Reserve.

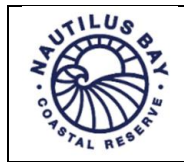
4.1.4. The Aesthetic Committee may require that all such contracts be submitted to the Association for prior approval.

4.1.5. The Aesthetic Committee has the right to suspend any building activity due to a contravention of any of the conditions herein and the Association accepts no liability whatsoever for any losses sustained by a resident, Member, Builder/Contractor, professional Consultant, Adviser or whatever status the person may possess, as a result of such suspension.

4.2. Builder/Contractors, Suppliers, professional Consultants, Architects or any Adviser or an employee of any such person, visitor or person associated with the building operations, who are found to be in breach of the Development Conditions, may be barred permanently from entering the premises of the Reserve.

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- 4.3. The rules, procedures and codes of conduct contained herein are not negotiable and no exceptions will be made, nor any compromises allowed.
- 4.4. "Owner Builders" will be regarded as "Builder/Contractor" until all building activities have been completed. This rule is unconditional and no exceptions will be made.
- 4.5. When approval of a building plan is requested from the Aesthetic Committee, the Member shall furnish the Aesthetic Committee also with:
- 4.5.1. a declaration by the Member that he undertakes to adhere to these rules, the Architectural Guidelines and Development Conditions, specifically with regard to the maximum floor area of the building, viz. 250m², as stipulated in the Development Conditions. **(Refer Annexure A).**
 - 4.5.2. if the Architect is required to supervise building work or any aspect thereof, a declaration by the Architect that he will ensure adherence to the building plan as approved by the Aesthetic Committee and that he will comply with these rules; **(Refer Annexure B)**
 - 4.5.3. a declaration by the Builder/Contractor that he undertakes to adhere to these rules, the Architectural Guidelines and Development Conditions, specifically with regard to the maximum floor area of the building, viz. 250m², as stipulated in the Development Conditions; **(Refer Annexure C)**
- 4.6. Signed copies of all documentation required by the Aesthetic Committee, as well as full payment of all approval fees shall accompany any application for the approval of building plans.
- 4.7. All building plans, including future alterations and proposed materials, must be prepared in accordance with the Architectural Design Guidelines and Development Conditions applicable to the Reserve.
- 4.8. A Member may not commence with building work or any building improvements to his Unit:

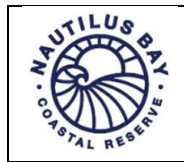


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- 4.8.1. without the prior written approval of the Aesthetic Committee that the building plans are approved by the Association;
- 4.8.2. unless he provides the Aesthetic Committee with a written declaration by the Architect that the location of the house as pegged on site accords with the building plans and the location of the buildings, as approved by the Aesthetic Committee; and
- 4.8.3. unless he furnishes to the Aesthetic Committee with the duly completed declarations and documents referred to in par 4.5 and 4.6 above.
- 4.9. No improvements of any nature may be affected on a Unit in the Reserve without the prior written approval of the Aesthetic Committee and prior to having obtained the approval of building plans by Local Authority in respect of such improvements to be erected in the Reserve.
- 4.10. The Member or his Builder/Contractor may not commence with site clearing prior to the granting of approval by the Aesthetic Committee in writing of the location of the proposed building on the Unit. Area cleared to be fenced off. Under no circumstances can the cleared area exceed 600m².
- 4.11. A signboard of a Builder/Contractor to be erected only in the prescribed format as per the Association's standards, details of which are available from the Reserve Manager. Such boards are not to be erected on the pavement. No Sub-contractor's boards are allowed. All boards must be removed after completion of construction.
- 4.12. The Member has to acquaint himself with the security protocols of the Reserve. The Reserve Manager will inform him of all the security rules/protocols applicable to the building process. **(Also refer paragraph 9 and 10)**
- 4.13. It is the Member's responsibility to acquaint himself with the location of any bulk services and infrastructure that may not be disturbed in close proximity of his Unit or on his Unit. In the event of any contravention hereof the Member shall be liable for any damage.




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- 4.14. The Member will be liable for all contraventions by his Builder/Contractors, Suppliers, or Agents, and it is therefore in the interest of the Member to advise all Builder/Contractors, Suppliers and Agents of the contents hereof and to make the performance of their contracts with the Builder/Contractor subject to compliance herewith. Contraventions of any Development Conditions may result in penalties or other appropriate remedial action imposed by the Association.
- 4.15. Only the area on which the building is erected and the area immediately surrounding such area may be cleared of indigenous plants. Under no circumstances may other areas be cleared of such plants.
- 4.16. Upon completion of building work, the Member shall furnish the Aesthetic Committee with an occupation certificate as issued by the Local Authority. Should the Member fail to furnish any such certificate within a period of 4 months after completion of the building, the building deposit may at the discretion of the Association be forfeited to the Association.
- 4.17. The Member shall at all times comply with all environmental laws and management plans, statutes and regulations, inclusive of the rules of the Association. The Member shall ensure compliance with the provisions of this clause by all its Builder/Contractors, Agents and Suppliers.
- 4.18. The Member shall at all times ensure compliance by his Builder/Contractor with all occupational health and safety legislation.
- 4.19. A prescribed fee as defined in the Architectural Design Guidelines shall be payable for the approval of building plans or alterations. **(Refer Architectural Design Guidelines, paragraph 5.3)**
- 4.20. The Member has to furnish the Aesthetic Committee with a set of plans that clearly specify and define the completed product "as build plans".

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5. HOME OWNER ASSOCIATION OBLIGATIONS AND RESPONSIBILITIES

- 5.1. The Aesthetic Committee has the right to suspend any building activity due to a contravention of any of the conditions herein and the Aesthetic Committee accepts no liability whatsoever for any losses sustained by a Member, Builder/Contractor, professional Consultant, Adviser or whatever status the person may possess, as a result thereof.
- 5.2. Should a Member, Builder/Contractor, Consultant or Architect at any stage deviate from an approved plan, the Association may require all building work to cease and may require the Member to take measures to ensure that such building work complies with the Approved Plans and all Development Conditions.
- 5.3. The Aesthetic Committee has to approve in writing the placing of the proposed building before the commencement of building activities.
- 5.4. The Association will task the Reserve Manager to enforce the security rules in order to ensure a safe and secure environment for its Members.
- 5.5. The Reserve Manager will assist the Member if requested in identifying bulk services and infrastructure in close proximity of his Unit or on his Unit that may not be disturbed.
- 5.6. The Association will establish, manage and maintain an Aesthetic Committee to assist in the evaluation and approval of any building activities to be conducted on the Reserve.
- 5.7. These rules and regulations may be amended by way of giving written notice of 5 working days and such amendment will be published on the notice board in the office of the Reserve Manager and he will personally inform the relevant Builder/Contractors.
- 5.8. Inspections will be carried out by the Reserve Manager on a regular basis to ascertain compliance with the Development Conditions.
- 5.9. Any of the functions of the Reserve Manager, may at any time be performed by the Association or any other person authorised by the Association.

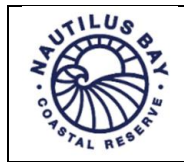
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6. BUILDING DEPOSIT

- 6.1. The Member shall pay a deposit of R25 000, 00 (twenty-five thousand Rand) in cash to the Association, as cover for damages which may result from the building operations or incidental activities. Such amount shall be paid before the commencement of any building operations as defined. The Member indemnifies the Association against any loss or damage resulting from his/its own conduct or the conduct of any of its Builder/Contractors, or any Employer or Agent of such persons. Accordingly, any damage or loss caused by the Member, Builder/Contractor or any Employee or Agent of such persons may in the sole discretion of the Association be deducted from such deposit.
- 6.2. The Association has the right to recover any legal fees incurred if it is necessary to address any deviation from this Agreement or the approved building plan from the deposit.
- 6.3. The cost to repair damage sustained to any infrastructure will also be recovered from the deposit.
- 6.4. Upon completion of building work, the Member shall furnish the Association with an occupation certificate before the refunding of his building deposit will be processed.
- 6.5. The deposit will earn no interest and thus no interest will be paid.

7. HOUSEKEEPING

- 7.1. Builder/Contractor and any associated activity shall only be allowed during the following hours:
- 06h00 - 18h00 - Normal weekdays all workers must be transported by the Builder/Contractor and no employee may walk between the site and the main gate.
- 7.1.1. All workers must be transported by the Builder/Contractor and no employee may walk between the site and the main gate. Nor are they allowed to stroll on neighbouring properties.



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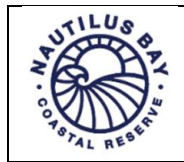
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- 7.1.2. No Builder/Contractor or his employees will be allowed on the Reserve or on the site after 18:00 during the week.
- 7.1.3. No work and or construction may be conducted during these periods, save for official inspections called for by the Reserve Manager or the Local Authority or with the express prior written permission of the Reserve Manager.
- 7.1.4. In the event where the Builder/Contractor has failed to make the necessary arrangements as aforesaid, but due to unforeseen and urgent circumstances it becomes necessary to complete work on the site outside the said hours, he must request permission from the Reserve Manager in whose sole discretion it will be to grant or deny such permission.
- 7.1.5. In the event of Builder/Contractors casting concrete and working later than the prescribed time, special consent must be obtained.

Notes: *No Builder/Contractor is allowed to conduct any construction activity on Saturdays, Sundays and Public Holidays. No special permission will be granted, as these days are viewed as Private Time.*

- 7.2. Provide prior to the commencement of construction of the works, suitable and operational water-borne toilet, or regularly serviced chemical toilets on the site and ensure that the toilet is maintained in a neat, hygienic and working condition at all times.
- 7.3. No firearms, weapons, alcohol, drugs or any other intoxicating substances will be allowed on site or within the boundaries of the Reserve at all times.
- 7.3.1. The use of such substances on site is strictly forbidden.
- 7.3.2. Contravention of this prescription may result in the permanent barring of the transgressors.
- 7.3.3. A fine up to a maximum of R1000,00 may be levied by the Association against the Member.

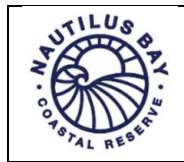


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- 7.4. No night watchmen will be permitted in the Reserve. Builder/Contractors must provide a designated lock-up shed or storage area on building sites for any materials or equipment.
- 7.5. Should a Builder/Contractor dismiss any of his staff it shall be his responsibility to advise in writing the Reserve Manager's offices so that the Reserve Manager and security personnel can affect the necessary record thereof. Failure to comply will result in a fine amounting to a maximum of R500.00 levied by the Association on the Member.
- 7.6. If any employee is found to be intoxicated or under the influence of an inebriating substance, his access shall be denied, and access may be permanently refused.
- 7.7. No fires will be allowed.
- 7.8. All Builder/Contractors shall supply a waste bin on site, to collect all rubble and rubbish, which bin is to be emptied by the Builder/Contractor at its own costs in an approved disposal site of his own choice not on the Reserve, immediately upon being full.
- 7.8.1. The builders rubbish and rubble may not be disposed of into any facility provided by the Association for the household rubbish of the residents nor may any rubbish or rubble be dumped on ground in the Reserve or outside the boundaries of the Reserve that has not been constituted as a legal waste disposal ground.
- 7.8.2. In the event where any builder's rubble is required to be used as landfill on any other unit in the Reserve, the prior written consent of the Reserve Manager is required prior to dumping any such rubble on such other unit.
- 7.8.3. All waste bins shall be cleared at the end of each working week of all organic, hazardous and/or perishable items, in order to ensure that no hazardous and/or rotten materials are left stagnant over weekends.
- 7.9. All forms of paper rubbish, cement bags, cardboard boxes etc. must be collected and removed on a daily basis.




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- 7.10. Roads in front of the building site must be swept, and must be kept free of rubble, stone, sand, bricks or rubbish at all times.
- 7.11. No person will be allowed to burn any rubbish on site.
- 7.12. The Builder/Contractor may not utilize the sidewalk as storage space for building materials, including but not limited to sand, stone, bricks and scaffolding.
- 7.13. If a Supplier delivers materials and he encroach unto the pavement, sidewalk or roadway, these materials must be moved onto the site by the Builder/Contractor, before close of work on the same day.
- 7.13.1. No material may be allowed to remain on the roadway, sidewalk or pavement and it is the Builder/Contractor's and the Member's responsibility to clean the roadway of all such materials.
- 7.13.2. The same applies to sand or rubble washed or moved onto the road surface during building operations, whether due to normal activities and/or acts of god.
- 7.14. Builder/Contractors must comply with all general site cleanliness rules to the satisfaction of the Reserve Manager.
- 7.14.1. If a building site / sidewalk is dirty, and such notice has been served from the Reserve Manager, the Builder/Contractor must clean up the area the same day or within 1 working day of notice served.
- 7.15. The speed limit for vehicles inside the Reserve is 30km/h. The Member must ensure adherence thereto by all his workers, Builder/Contractors, Suppliers or other Agents.
- 7.16. No construction work to houses will be allowed during the period 16 December up to the end of the first week in January.
- 7.17. A signboard of the Builder/Contractor's details has to be erected as per the Association's standards.

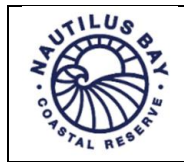
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8. AUTHORISED WATER AND ELECTRICITY USAGE

- 8.1. No water or electricity may be used from neighbouring units without prior written authority of the Member of such unit.
- 8.2. No water may be used from the fire hydrants around the Reserve, except for emergency situations. Water may be used only from the proper water connection for that specific unit.
- 8.3. Electricity may be used only from the proper connection for that specific unit.
- 8.4. Members must install prepaid electrical meters on the premises as no metering will be attended to by the Association.

9. SECURITY REGISTRATION

- 9.1. Before any Member or Builder/Contractor will be allowed to commence any building operations, including the digging of foundations, earthmoving and or the preparation of the stand, the following rules must be adhered to:
 - 9.1.1. A certified copy of the Identity Document of each member of the workforce of the Builder/Contractor, including its professional Consultants, its Sub-contractors and their workforce intended to participate in the construction of the structure must be handed to the Reserve Manager who shall record such member of the workforce as such.
 - 9.1.1.1. The Builder/Contractor or Member, at his own cost will supply such copies.
 - 9.1.2. Employees of a Builder/Contractor or Consultant will be allowed on the Reserve only after a copy of his identity document or a valid work permit for foreigners and a police clearance certificate has been provided to the Reserve Manager.
 - 9.1.3. Builder/Contractor registration times are only between 8h00 – 11h00 on Mondays to Fridays.




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- 9.1.4. The Reserve Manager or a person appointed by such manager may at any time call upon an employee of a Builder/Contractor and/or Consultant to produce his identity document. If such person refuses or is unable to produce such identity document:
- 9.1.5. The person concerned may be removed from the Reserve; and
- 9.1.6. The Member may be fined up to R500.00 per transgression.
- 9.2. Each and every Member, or member and director of the Member's company or close corporation, or the trustees of the Member's trust, and the Builder/Contractor or partner or member and director of the Builder/Contractor's company or member of the Builder/Contractor's close corporation, or the authorised Resident is required to complete the Declaration by Builder/Contractor, attached hereto as Addendum A to C.
- 9.2.1. A signed copy thereof, signed by the Member or Resident and a copy signed by all the Builder/Contractors, including the Engineers, Architects, Surveyors, Projects Managers etc., must be handed to the Aesthetic Committee or Reserve Manager, for recording purposes.
- 9.2.2. It should be emphasized that no entrance will be allowed to conduct building activities before all the relevant documentation and plans are submitted.
- 9.3. The Builder/Contractor is required to inform each of such persons employed by him or engaged in any activity on site of the rules applicable to them.
- 9.3.1. A signed register as acknowledgement that such rules are binding on them will be available for inspection on site.
- 9.4. The Builder/Contractor may not employ nor allow into the Reserve or onto the building site any person who is without
- 9.4.1. a valid South African Identity Document, or
- 9.4.2. a valid work permit for foreigners and
- 9.4.3. a police clearance certificate.

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10. ACCESS CONTROL

- 10.1. The parties acknowledge that the control of access to and from the Reserve is critical to the proper functioning of the security arrangements on the Reserve. In the event that the Builder/Contractor is not adhering to the Association's rules and regulations concerning access and security and after the Builder/Contractor has received written notice to rectify its failure to adhere to the Rules, the Association shall be entitled to refuse the Builder/Contractor, its employees or invitees access to the Reserve.
- 10.2. The access control arrangements may be varied at the sole discretion of the Association from time to time, and on reasonable notice to the Builder/Contractor.
- 10.3. The Builder/Contractor acknowledges that he is aware that the Reserve is a "Security Reserve" and will at all times adhere to the security regulations and controls and agrees to co-operate with the Association in their interest of maintaining security in the Reserve. (See paragraph 9.3)
- 10.4. The Reserve Security personnel may subject any vehicle or person entering or leaving the Reserve to a search.
- 10.5. Any contravention of Security and Access Rules will be severely dealt with by the Association and depending on the nature and circumstances, could lead to the suspension of building work and barring of access to the Reserve.
- 10.6. Articulated vehicles with a gross mass of more than 10 tons will not be allowed in the Reserve.
- 10.7. If a Builder/Contractor has to work on site on a continuous basis exceeding one week, he and his employees will be issued a temporary access card (per access, ID will be kept until access card is returned for the day) for the duration of their activities on site by the Reserve Manager.
- 10.8. On arrival at the Main Access to the Reserve the driver of the Supplier shall record in a book provided by a member of the Security personnel, the name of the Supplier, name of the driver of the Supplier's vehicle, telephone number of Supplier, registration number of vehicle and the number of persons accompanying the driver.

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10.9. In the event of a failure to present an ID document, or a valid work permit for foreigners and a police clearance certificate during a site inspection or gate entrance process, access will be denied to any such person. Such conduct may result in the immediate removal of the individual and/or Builder/Contractor from the Reserve and permanent refusal to enter the Reserve again. This clause applies equally to a Supplier and its employees / persons accompanying the driver of the Supplier, if permission has not been obtained to access the Reserve.

10.10. Deliveries must be scheduled between 8h00 and 16h00.

11. NON-COMPLIANCE WITH RULES

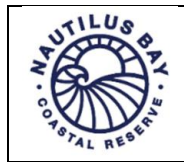
11.1. Should the Association have any concern with the conduct of a Builder/Contractor, the Association or Reserve Manager may suspend all building activities until remedial action necessitated by any breach has been completed.

11.2. Suspension may be required even if no prior notice of rectification has been given. It is the duty of the Builder/Contractor and the duty of the Member, to adhere to all the rules and instructions issued by or on behalf of the Association at all times and suspension will thus be the direct result of undesirable conduct.

11.3. Offenders may be fined as determined from time to time by the Association for a transgression. In appropriate circumstances the Association, may in its sole discretion permanently refuse a Builder/Contractor or Supplier access to the Reserve.

11.4. The fines are payable on the same day as issue thereof at the offices of the Reserve Manager. Should fees not be paid within the prescribed period, building operations will be suspended from the next morning following the issuing of the fine, until such time as payment has been made.

11.5. The Builder/Contractor or his principal (the Member or Resident) shall be responsible for all and any damage to the Reserve Property, including damage to curbs or plants on the sidewalks and/or damage to private Reserve Property, both for damages caused by his own employees or by way of Suppliers delivering supplies.



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11.5.1. The Association shall be empowered to deduct any damages, outstanding fines and/or other monies due and payable at the completion of the construction works from any building deposit made by the Builder/Contractor and/or Member and held by or on behalf of the Association.

11.6. In order to reduce inconvenience to neighbours and unsightliness, construction should proceed without lengthy interruptions, and should in any event be completed within twelve months from commencement of construction.

11.6.1. If building operations exceed a period of 12 months, written approval must be obtained from the Association, which approval may be granted by the Association subject to certain conditions, or the imposition of a fine. If operations exceed the 12-month period, the owner will be charged at a rate equal to his monthly levy for every month exceeding the time



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ARCHITECTURAL DESIGN GUIDELINES

1. DESIGN GUIDELINES


- 1.1. To encourage aesthetically pleasing Architecture with the minimum of restrictions, but to ensure a harmonious total development without the adverse effects of repetition.
- 1.2. To allow the developer to use each site to its full potential without adverse effect to the environment and/or other property owners.
- 1.3. To optimize the integration of controlled development and nature conservation through careful planning and management of natural vegetation, dunes and sea front.
- 1.4. To assist individual owners during the design and building process to achieve a coherent and pleasing aesthetic.

2. ARCHITECTURAL CONCEPT

- 2.1. The basic architectural concept for the Reserve is to capture a contemporary Cape Architectural theme with fragmented building elements, steeply pitched main roofs (gable ends), lean-to roofs and strong elements like windows, chimneys, patios with pergolas together with harmonious use of approved earth tone colours.

3. GENERAL GUIDELINES

- 3.1. **Coetzee/Alberts Architects** has been appointed as Controlling Architect. The Association's Constitution makes it incumbent on all Members to obtain the Controlling Architect's approval before commencement of construction and thereafter, before any significant changes are made to the external appearance of buildings, landscaping and external features.
 - 3.1.1. The Controlling Architect shall at all times balance the project and individual member's requirements with that of the Reserve and environment and reserves the right to withhold approval if the requirements of the guidelines are in their opinion not met.

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- 3.2. The Member's plans will also require approval by the local authority prior to any building activities. The restrictions set out in these guidelines are in addition to any restrictions imposed in terms of conditions of title, the town planning scheme and the National Building Regulations.
- 3.3. Approval by the Aesthetics Committee does not imply or constitute any authority or structural approval.
- 3.4. The Aesthetics Committee in collaboration with the Controlling Architect further reserve the right to make additions and alterations to these guidelines, which in their opinion, is necessary to create and guide the continual growth of the architectural style and character that is envisaged for the entire Reserve.
- 3.5. An agreement that states the conditions governing building activities, security and ensuring as far as reasonably practicable that any building work occur with the least possible disruption to Members, has to be signed by the relevant parties before building commences.

4. BUILDING CONTROL ASPECTS

- 4.1. **BUILDING LINES:** Building platforms may not exceed 600m² in total and differ from site to site and owners are to consult the Control Architect and/or Reserve Manager before planning commences to determine guidelines for that particular site. Existing natural vegetation (bush) and previous developments (including already approved projects) will be taken into account in determining building platforms. Under no circumstances may the following building lines be exceeded:
 - 4.1.1. Street boundary – 7.5m
 - 4.1.2. Lateral boundaries – 5.0m
 - 4.1.3. Front boundary – 15m
- 4.2. **MAXIMUM FLOOR AREA:** The total maximum square meter floor area of any structure on the site may not exceed 250m².



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- 4.3. **MINIMUM FLOOR AREA:** A total minimum floor area of 175m² is acceptable and smaller will not be approved. The total minimum floor area does include all outbuildings, roofed areas, as well as garages and covered patios.
- 4.4. **HEIGHT RESTRICTION:** The maximum height restriction for any structure on site, except for those sites defined below, to be limited to 8.5m above ground floor, floor level, measured to the apex of the roof (chimneys excluded). The 8.5m height is measured parallel to the natural undisturbed ground level.
- It should however be clearly stated that the maximum height of any structure on the erven as defined below to be restricted to 6.5m: 21- 24; 48-55; 70-77.
- 4.5. **BUILDING WIDTH:** The maximum width, measured over walls, of any wing may not exceed 7.5m. A preferred width of less than 5.0m is recommended.
- 4.6. **ROOF PITCHES:** Pitched roofs are to be between 40 and 50 degrees. Lean-to roofs to comply with the minimum pitches recommended by the manufacturers but are not to exceed 7.5 degrees. A minimum gap of 0.45m to be retained between lean-to roofs and the eaves of pitched roofs.
- 4.7. **EAVES, GABLES AND PARAPETS:**
- 4.7.1. Eaves overhang must be in proportion to the total aesthetic with consideration being given to the width of the wall above windows;
- 4.7.2. Gable ends may have masonry parapets or clipped eaves.
- 4.8. **WALLS:** All external walls are to be masonry, plastered and painted with prescribed colours. Walls may be painted in one or more of the prescribed colours. Minimum width of masonry on elevation to be 0.45m. Site boundary walls and fences not permitted. Cladding not exceeding more than 30% of an Elevation to enhance aesthetic effect of structure is permitted.
- 4.9. **YARD WALLS:** Yard walls may not exceed 2.5m in height. All residences to be provided with kitchen yards so as to screen wash lines and dirt bins.



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- 4.10. **CHIMNEYS:** Exposed external chimneys to be plastered masonry and in keeping with typical Cape Architecture. Maximum height of chimneys to be not more than one meter above apex of roof. Chimneys are allowed to exceed the 8.5 meter height restriction.
- 4.11. **COLUMNS:** 0.45 x 0.45 m square columns supporting pergola beams to be plastered and painted in prescribed colours.
- 4.12. **DOORS AND WINDOWS:** Doors and windows to be constructed of natural hardwood, aluminium or PVC. Colours to be natural wood, dark bronze or white.
- 4.13. **PLUMBING PIPES:** Plumbing pipes to be fully concealed and are to be built into walls or housed in vertical ducts.
- 4.14. **TV ANTENNAES AND DISHES:** To be positioned to the approval of the Controlling Architects.
- 4.15. **COLOUR PALETTE:** Earth tone colours to be used with matching roof tile colour. The Aesthetics Committee to approve colour scheme.

5. AESTHETICS COMMITTEE APPROVAL PROCESS

- 5.1. The Aesthetics Committee comprise of designated members of the Executive Committee of the Association, as well as the Controlling Architects. Status Mark will administer the process and can be contacted at 044 691 3054 or status1@status-mark.co.za for contact details regarding the Aesthetics Committee.
- 5.2. Sketch plans are to be submitted by the Member to the Aesthetics Committee who shall forward it to **Coetzee/Alberts Architects**, the Controlling Architects, for approval and must meet the requirements, as set out in the Design Guidelines. (Refer **Annexure "G"**, Plan Submission Checklist)

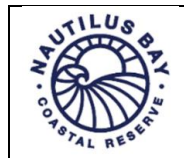
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5.3. The fee structure is defined in the table below:

Architectural Fee Structure (2019)		
Description	Activity	ZAR (EXCL)
External Alterations: (Yard walls; swimming pools; external paint; etc.)	Plan Approval	1 000.00
	Site Inspection	500.00
	Total	1 500.00
Alteration to houses (Extension of Present floor space)	Plan Approval	3 000.00
	Initial Site Inspection	500.00
	Final Site Inspection	500.00
	Total	4 000.00
New Development	Plan Approval	5 000.00
	Initial Site Inspection	500.00
	Inspection when walls are erected	500.00
	Inspection at roof level and colour scheme	500.00
	Inspection when completed	500.00
	Total	7 000.00

5.4. The applicable fees are payable directly to Status Mark. The fee includes and allows for three plan submissions and four site inspections during construction. The review process will not commence without proof of payment upon which Coetzee Alberts Architects will issue a VAT invoice to the Member if required.

5.5. Furthermore, in the event that plan approval cannot be obtained by the third submission of plans, or if alterations are made to an approved design, an additional fee of R1000,00 (incl. VAT) will be charged for such additional submission.

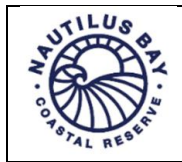


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- 5.6. Houses must be preferably designed and submitted by Professional and SAIA (South African Institute of Architects) and if not SACAP (South African Council for Architectural Professionals) registered Architects.
- 5.7. If one of the Controlling Architects design the house, then one of the partners will have the responsibility to audit the design accordingly to the Design Guidelines.
- 5.8. The Architect's supervision during construction is preferred.
- 5.9. Should an Architect that is not on the panel of approved Architects be used by the property Owner, the Committee reserves the right to disapprove a plan in its entirety if it is found to be below the standard of design that is expected.
- 5.9.1. In such a case the initial plan submission fee of R7 000,00 will be forfeited and a full fee of R7 000,00 (excl. VAT) will be payable again, upon submission of a newly designed house.
- 5.9.2. The Controlling Architects can insist on a style and design brief meeting with the Architect, should it be deemed necessary.
- 5.9.3. Such meetings between the Controlling Architect and the Member's Architect will be charged at an additional rate and for a minimum period of one hour.
- 5.10. Five sets of plans have to be approved by the Aesthetics Committee. These plans need to be submitted for approval to the local authority prior to the commencing of any building activities.
- 5.11. The Member shall pay a deposit of R40 000,00 (Forty thousand Rand) to the Association before the commencement of any building operations as defined.
- 5.11.1. R 25 000.00 is refundable as cover for damages which may result from the building operations or incidental activities.
- 5.11.2. R 15 000.00 is non-refundable as a Road Levy



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5.11.3. Refer to the "Site Handover Form for Commencement of Construction" (Addendum I).

5.12. The site inspections if applicable will be conducted during the construction phase of the Member's Project.

5.12.1. The first inspections will coincide approximately with two construction milestones: surface bed level and roof installation.

5.12.2. The third inspection takes place at completion.

5.12.3. The aim of the inspections is to assist the Association with their duties of ensuring that Members execute construction of their houses according to the approved plans.

5.12.4. All inspections will be conducted on a visual inspection basis and no measurements will be taken as such. The Controlling Architects will issue an inspection report to the Association after each inspection.


6. IMPORTANT NOTES RELEVANT TO CONSTRUCTION

6.1. Before the commencement of construction, the following must be signed:

6.1.1. the declarations as defined in Addendum "A", "B" and "C" and

6.1.2. the site handover form for the commencement of construction as per Addendum I must be signed by the Executive Committee Member (Portfolio – Aesthetics) and the Reserve Manager

6.2. The onus rests with the Member to notify the Association that the inspection milestones have been reached.

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6.3. Members are not permitted to occupy houses until:

- 6.3.1. the Declaration by the Member Addendum “D” was signed and received and
- 6.3.2. the Declaration by the Builder/Contractor Addendum “E” was signed and received and
- 6.3.3. the Completion Clearance Certificate Addendum “F” was signed and received and
- 6.3.4. the Architect’s Completion Certificates (if applicable) has been issued and
- 6.3.5. the Local Authority’s Occupation Certificate has been issued

6.4. Building must be completed within one year from commencement of building work, subject to paragraph 11.6 of the Building Rules.

6.5. A copy of “As Build” Plans to be submitted to the Association once building is completed.

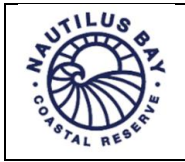
7. DRAWING SUBMISSION REQUIRMENTS

7.1. In addition to the Council requirements, the HOA requires one set of approved plans to be submitted before any building can commence.

7.2. Plans:

- 7.2.1. 1x Site Plan (scale 1:200)
- 7.2.2. 1x Floor Plan (Scale 1:100 including m²)
- 7.2.3. 1x First Floor Plan (Scale 1:100 including m²)
- 7.2.4. 1x Section (Scale 1:100)
- 7.2.5. 1x Roof Plan (Scale 1:100)
- 7.2.6. Plan indicating elevations (Scale 1:100)

NOTE: ONLY ONE SET OF DRAWINGS IS REQUIRED TO BE SUBMITTED FOR THE FIRST AND SUBSEQUENT SUBMISSION UNTIL APPROVAL IS ACHIEVED, WHERE AFTER THE OTHER SETS MAY BE SUBMITTED FOR STAMPING. THE HOA REQUIRES ONE SET FOR RECORD, IN ADDITION TO COUNCIL REQUIREMENTS



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Schematic presentation of Plan Sets distribution

Description	Original	As Built Plan
Municipality	1 Set	1 Set
HOA	1 Set	1 Set
Status Mark	1 Set	1 Set
Builder/Contractor (On site at all times)	1 Set	
Owner	1 Set	1 Set

Only the Sets for the Nautilus Bay Home Owner Association and the Municipality needs to be stamped as approved



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Annexure "A"

DECLARATION BY MEMBER

(Prior to commencement of building operations)

I, the undersigned,

(registered owner, or authorised representative of registered owner)

Identity or registration number:

being the registered owner of:

Portion _____ (a portion of portion 1) of the Farm Klipfontein No 344, Municipality and Division Mossel Bay, Western Cape Province,

Unit _____ Nautilus Bay Coastal Reserve, hereby declares as follows:

1. I declare that I am authorised and fit to enter to make this declaration. I hereby undertake to adhere to and be bound by all the provisions of all the relevant Development Conditions as defined in the Building Rules to which this declaration is annexed. Copies of the relevant prescribed documents are annexed hereto and initialled by me for identification purposes. I will furthermore adhere to all the provisions contained in this declaration.
2. I acknowledge my obligation to ensure that my appointed Architect, Builder/Contractors, Sub-contractors, Employees, Agents and Suppliers will adhere to and be bound by all the provisions of the Development Conditions. I acknowledge and agree that I will remain ultimately liable in all respects towards the Association for compliance with all and any Development Conditions applicable to the building operations conducted by me, or by any other party on my Unit.

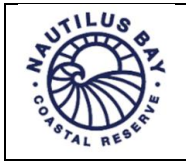


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3. I declare that I will adhere to the building plan as approved by the Aesthetics Committee and the Local Authority and all applicable Development Conditions (including amongst others the requirement that the total floor area of the building which I intend to build will not exceed 250m² as stipulated).
4. I acknowledge that the Development Conditions may be amended from time to time and that such amendments will be binding on me as if specifically contained herein. Any amendment or further control measures will be binding when issued in the form of written notification, from the date and time it is published on the notice board in the office of the Reserve Manager.
5. I acknowledge that all the rules and the guidelines comprising the Development Conditions, are integral and non-severable parts hereto.
6. I hereby undertake to pay on demand all the prescribed deposits, approval fees, inspection fees and, where applicable, fines payable in respect hereof.
7. I hereby indemnify the Association against any loss or damage resulting from my own conduct, or the conduct of any of my appointed Architects, Builder/Contractors, Sub-contractors, Employees or Agents of such persons. Any loss or damage so caused may in the sole discretion of the Association be deducted from the deposit referred to 6 above.



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ARCHITECTURAL DESIGN GUIDELINES

Signed on this _____ day of _____ 20 ____ at _____

Name: _____

Signature: _____

Identity number: _____

Capacity: _____

Witness (Signature): _____

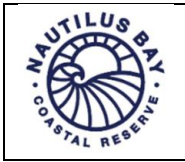
Name: _____

Identity number: _____

On behalf of the Association (Signature): _____

Name: _____

Capacity: _____



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Annexure "B"

DECLARATION BY SACAP PROFESSIONAL

ARCHITECT / SENIOR ARCHITECTURAL TECHNOLOGIST/
TECHNOLOGIST / DRAUGHTSPERSON

(prior to commencement of building operations)

I, the undersigned _____ registered with SACAP

in terms of The Architectural Profession Act No 44 of 2000 in the category of

_____ with Registration Nr. _____

authorised representative of _____ (Company) the
appointed architect in respect of building work on:

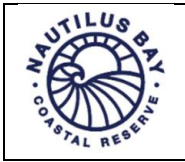
Portion _____ (a portion of portion 1) of the Farm Klipfontein No 344, Municipality and Division
Mossel Bay, Western Cape Province,

Unit _____ Nautilus Bay Coastal Reserve,

hereby declares as follows:

I hereby undertake to adhere to and be bound by all the provisions of the Nautilus Bay Coastal Reserve Home Owner Association's Constitution, Conduct Rules, the Development Conditions (i.e. the Building Rules and Architectural Guidelines), the Building Plans as approved by the Architectural Committee and the Local Authority, and all and any rules or provisions applicable to the Nautilus Bay Coastal Reserve, all of which I declare myself to be familiar with.

Signed on this _____ day of _____ 20 ____ at _____



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Name:

Signature:

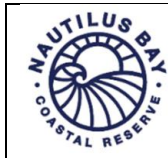
Identity number:

Capacity:

Witness (Signature):

Name:

Identity number:



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Annexure "C"

DECLARATION BY BUILDER/CONTRACTOR

(Prior to commencement of building operations)

I, the undersigned

authorised representative of _____(Company) who has been contracted to perform building work on:

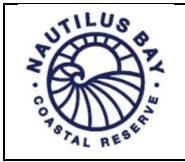
Portion (a portion of portion 1) of the Farm Klipfontein No 344, Municipality and Division Mossel Bay, Western Cape Province,

Unit Nautilus Bay Coastal Reserve,

hereby declares as follows:

I hereby undertake on behalf of the above company and on behalf of the Company's Sub-contractors, Employees or Agents, to adhere to and be bound by all the provisions of the Nautilus Bay Coastal Reserve Home Owner Association's Constitution, Conduct Rules, the Development Conditions (i.e. the Building Rules and Architectural Guidelines), the Building Plans as approved by the Architectural Committee and the Local Authority, and all and any rules or provisions applicable to the Nautilus Bay Coastal Reserve, all of which I declare myself to be familiar with.

Signed on this _____ day of _____ 20 _____ at _____



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ARCHITECTURAL DESIGN GUIDELINES

Name:

Signature:

Identity number:

Capacity:

Witness (Signature):

Name:

Identity number:



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Annexure "D"

DECLARATION BY MEMBER

(After completion of building operations)

I, the undersigned,

_____ *(registered owner, or authorised representative of registered owner)*

Identity or registration number:

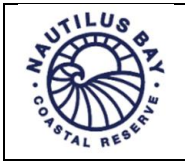
being the registered owner of:

Portion _____ (a portion of portion 1) of the Farm Klipfontein No 344, Municipality and Division Mossel Bay, Western Cape Province,

Unit _____ Nautilus Bay Coastal Reserve,
hereby declares as follows:

I declare that I have adhered to all the provisions of the Nautilus Bay Coastal Reserve Home Owner Association's Constitution, Development Conditions (i.e. Building Rules and Architectural Guidelines), the Building Plans as approved by the Architectural Committee and the Local Authority, and all and any rules or provisions applicable to the Nautilus Bay Coastal Reserve, all of which I declare myself to be familiar with.

Signed on this _____ day of _____ 20 ____ at _____



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Name:

Signature:

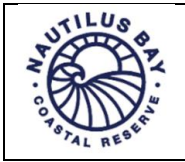
Identity number:

Capacity:

Witness (Signature):

Name:

Identity number:



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Annexure "E"

DECLARATION BY BUILDER/CONTRACTOR

(After completion of building operations)

I, the undersigned _____

authorised representative of _____ (Company)

who has been contracted to perform building work on:

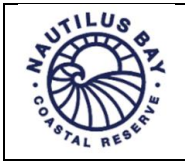
Portion _____ (a portion of portion 1) of the Farm Klipfontein No 344, Municipality and Division Mossel Bay, Western Cape Province,

Unit _____ Nautilus Bay Coastal Reserve,

hereby declares as follows:

I hereby confirm on behalf of the above company and on behalf of the Company's Sub-contractors, Employees or Agents, that we have adhered to all the provisions of the Nautilus Bay Coastal Reserve Home Owners Association's Constitution, Development Conditions (i.e. Building Rules and Architectural Guidelines), the Building Plans as approved by the Architectural Committee and the Local Authority, and all and any rules or provisions applicable to the Nautilus Bay Coastal Reserve, all of which I declare myself to be familiar with.

Signed on this _____ day of _____ 20 ____ at



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Name: _____

Signature: _____

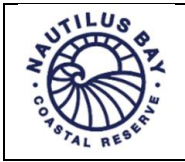
Identity number: _____

Capacity: _____

Witness (Signature): _____

Name: _____

Identity number: _____



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Annexure "F"

COMPLETION CLEARANCE CERTIFICATE

COMPLETION CLEARANCE CERTIFICATE CHECKLIST

Information required	Contractor action	NBCRHOA
Approved exterior colours	•	
Approved external lighting	•	
Height certification	•	
Signage indicating ERF No	•	
Service sleeves as per plan	•	

We, the undersigned, hereby confirm that all the above requirements had been complied with and that the construction was completed in accordance to the approved plans and the Development Conditions of the Nautilus Bay Coastal Reserve Home Owner Association.

Signed on this _____ day of _____ 20 ____
at _____

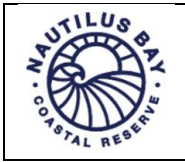
For and on behalf of the Nautilus Bay Coastal Reserve Home Owner Association:

1. Executive Committee Member (Portfolio – Aesthetics):

Name: _____

Signature: _____

Date: 20__ / __ / __



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ARCHITECTURAL DESIGN GUIDELINES

2. Reserve Manager:

Name: _____

Signature: _____

Date: 20__ / __ / __



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Annexure "G"

HOME OWNER ASSOCIATION

PLAN SUBMISSION CHECKLIST

Number	Description	Checked
1	GENERAL	
1.1	Site plan received(scale1:100/1:200)	
1.1.1	<ul style="list-style-type: none"> Contours indicated 	
1.1.2	<ul style="list-style-type: none"> Orientation of the development 	
1.1.3	<ul style="list-style-type: none"> 600m² building platform indicated 	
1.1.4	<ul style="list-style-type: none"> Street Boundary 7.5m; lateral Boundary 5.0m; front Boundary 15.0m 	
1.2	Ground floor plan received (scale1:100 including m ²)	
1.3	First floor plan received (scale1:100 including m ²)	
1.4	Section received (scale1:100)	
1.5	All elevations received (scale1:100)	
1.6	Roof plan received (scale1:100)	
2	TOWN PLANNING	
2.1	Building coverage not to exceed 600m ² demarcated area	
2.2	Maximum building height: two storeys 8.5m OR 6.5m for defined sites	
2.3	Total square meter floor space of dwelling max 250m ² /min 175m ²	
3	LANDSCAPING	
3.1	Area cleared for building operation and final garden development does not Exceed the 600m ² demarcated area	
3.2	List of plant species acceptable for planting to be referred to	
4	ARCHITECTURE, STYLE & EXTERNAL DESIGN CRITERIA	
4.1	Area of flat roofs not to exceed that of tiled roofs	
4.2	Roofs: pitch 40 to 50 degrees.	



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4.3	Eave overhang in proportion to total aesthetic	
4.4	Building width measured over walls of any wing not to exceed 7.5m	
4.5	Gable ends may have masonry parapets or clipped eaves	
4.6	External walls: masonry, plastered and painted accordingly to prescribed colours.	
4.7	Yard walls not to exceed 2.5m height	
4.8	Kitchen yards designed to screen wash lines and dust bins and should not exceed 1.8m height	
4.7	Windows & doors aluminium/timber/ UPVC	
4.8	Chimneys to be plastered masonry	
4.9	Plumbing pipes fully concealed	
4.10	Columns (0.45x0.45) supporting pergola beams – plastered and painted	
4.11	Privacy of neighbours taken into consideration	
4.12	Services i.e. a/c, wash line, satellite dish, solar heating panels, heat pumps etc. not visible	

We, the undersigned, hereby confirm that all the above requirements had been complied with and that the plans can be submitted to the Mosselbay Municipality for approval.

Signed on this _____ day of _____ 20 ____ at



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For and on behalf of the Nautilus Bay Coastal Reserve Home Owner Association:

3. Executive Committee Member (Portfolio – Aesthetics):

Name: _____

Signature: _____

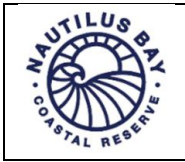
Date: 20__ / __ / __

4. Reserve Manager:

Name: _____

Signature: _____

Date: 20__ / __ / __



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Annexure “H”

UNDERTAKING GIVEN BY CONTRACTOR AND OWNER

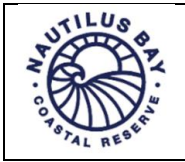
This section has to be completed by the **CONTRACTOR & OWNER, OR ARCHITECT ON OWNER’S BEHALF**

Property & Development Particulars: Stand No: _____

We the undersigned hereby undertake that the dwelling to be constructed at the above address will be built and used strictly in accordance with the APPROVED PLANS, and agree to the following:

1. Any deviations from the approved plans that may be requested or deemed necessary shall be applied for and approved by the **NBCRHOA** Architectural Review Committee.
2. The **NBCRHOA** have the authority to instruct any builder to demolish any unapproved deviations irrespective of the extent or degree of completeness of such work.
3. The **NBCRHOA** have the authority to instruct any builder to cease building operations due to breach of any aspect of this agreement.
4. “AS BUILT” Plans shall be submitted to the **NBCRHOA** Architectural Review Committee on completion for record purposes.

Signed on this _____ day of _____ 20 ____ at



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Home Owner:

Name: _____ Signature: _____

Contractor:

Name: _____ Signature: _____

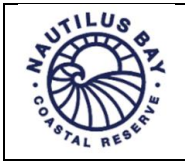
Owner's Agent for the Project:

Name: _____ Signature: _____

NBCRHOA

Name: _____ Signature: _____

Comments:



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Annexure "I"

SITE HAND OVER FORM FOR COMMENCEMENT OF CONSTRUCTION

This section to be filled in by the CONTRACTOR:

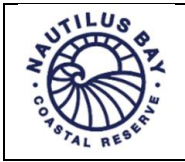
Property and Development Particulars:

Stand No: _____

Date: 20__ /

__ / __

Details required		NBCRHOA
Plot No. & Street Name:		
Architect/Author of Plans:		
Contact No. of Architect/Author of Plans		
Owners:		
Contact No. of Owner:		
Contractor:		
Contact No. of Contractor:		
Date of Plan approval by Municipality:		
Contractor and NBCRHOA in possession of approved plans:		
Expected completion date:		



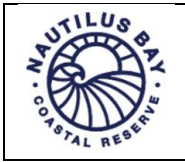
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CHECKLIST OF REQUIREMENTS FOR SITE HAND OVER

Name of Designated Registered Responsible Person for this Project:

Name: _____ Telephone Number: _____

Details required	NBCRHOA action	Contractor action	NBCRHOA
Certificate/proof of registered responsible person on project		•	
Contractor's NHBC Registration (The National Home Builders Registration Council)		•	
Beacon certificate		•	
Proof of Insurance: Works Risk & Public Liability	•	•	
Letter of good standing (UIF)	•	•	
Building rules document signed	•	•	
Levies up to date	•	•	
Builders deposit paid to NBCRHOA R25 000 (Refundable)	•	•	
Road levy paid to NBCRHOA R15 000 (Non-refundable)	•	•	
NBCRHOA Security clearance	•	•	
Health and Safety Plan in place		•	
Electrical application	•	•	
Contractor's Board erected		•	
Undertaking given by Contractor & Owner (refer Addendum "H")	•	•	



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POSITION OF

Details required	NPCRHOA action	Contractor action	NPCRHOA
Building Lines	•	•	
Shade cloth	•	•	
Materials store	•	•	
Refuse container	•	•	
Site toilet	•	•	
Access to site	•	•	
Water meter	•	•	
Sewer connection	•	•	
Electricity supply	•	•	
Contractors parking	•	•	

We, the undersigned, hereby confirm that all the above requirements had been complied with and that

construction can start as of 20__ / __ / __.

Signed on this _____ day of _____ 20 ____ at

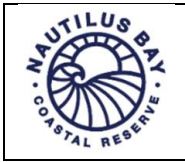
For and on behalf of the Nautilus Bay Coastal Reserve Home Owner Association:

- Executive Committee Member (Portfolio – Aesthetics):

Name: _____

Signature: _____

Date: 20__ / __ / __



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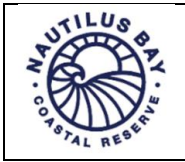
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2. Reserve Manager:

Name: _____

Signature: _____

Date: 20__ / __ / __



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CONDUCT RULES

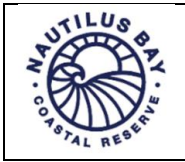
1. DEFINITIONS

1.1. The following words and phrases shall have the meanings set out hereunder respectively, whenever used in this document:

- 1.1.1. **“Association”** shall mean the Nautilus Bay Coastal Reserve Home Owners Association and represented by the Executive Committee;
- 1.1.2. **“Executive Committee”** shall mean the committee elected by the members of the Association to manage and administer the Estate. The Executive Committee is governed by the Constitution of the Nautilus Bay Coastal Reserve, available on the Nautilus Bay website www.nautilusbayhoa.co.za.
- 1.1.3. **“the Estate”** shall mean Nautilus Bay Coastal Reserve as defined in the Constitution of the Association;
- 1.1.4. **“Estate Manager”** shall mean the manager of the Estate as appointed by the Association;
- 1.1.5. **“Stand”** shall mean a stand on the Estate, with or without a building structure or structures thereon.

2. NATURE AND FORCE OF THE CONDUCT RULES

- 2.1. The objective with the conduct rules is to ensure that the least possible damage to the sensitive ecosystem in the Estate is caused in the interest of its inhabitants, environment, region as well as the country and the provision and preservation of high-quality lifestyle for members and residents.



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2.2. In terms of the Constitution of the Association and subject to any restrictions imposed by or direction given by the general meeting of the Association, the Executive Committee may from time to time make rules, which shall be binding on all members in regards to:

2.2.1. The use of the open spaces by members, the members of their households, their guests, and lessees, and

2.2.2. Any other activity concerning the Estate.

3. LIABILITY

3.1. Members must take all reasonable measures to ensure that their guests, tenants and invitees comply with these rules, including the security protocol and other rules applicable to the Estate. Any member who fails to take such measures may be held responsible and liable by the Association.

4. AMENDMENT OF RULES

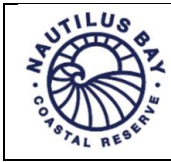
4.1. The Conduct Rules may be reviewed and updated as is deemed necessary and as approved by the Executive Committee.

4.2. Members are invited to make proposals in respect of the Conduct Rules at the Annual General Meeting of the Association for consideration and approval by the Executive Committee.

5. DOMESTIC AND GARDEN WORKERS / SERVICES

5.1. All domestic workers and garden workers will be allowed on the Reserve only after a copy of his/her identity document or a valid work permit for foreigners and a police clearance certificate has been provided to the Reserve Manager.

5.2. All members must take all reasonable measures to ensure that their gardeners, domestic workers and garden or cleaning service providers are made aware of



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the Conduct Rules adhere to it and do not cause any disturbance or pose any risk to security on the Estate.

- 5.3. All gardeners, domestic workers, garden or cleaning service providers must comply with the security protocol of the Estate, as may be amended from time to time.
- 5.4. It should be emphasised that a member acquaint himself/herself with par.7 as stated in the Building rules regarding applicable working hours:

7.1. *Contractor and any associated activity shall only be allowed during the following hours:*

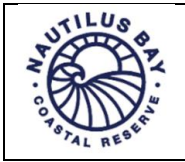
06h00 - 18h00 - Normal weekdays all workers must be transported by the Contractor and no employee may walk between the site and the main gate.

7.1.1. *All workers must be transported by the Contractor/Owner and no employee may walk between the site and the main gate. Nor are they allowed to stroll on neighbouring properties.*

6. TENANTS

- 6.1. Should any owner let his property, he must in advance of occupation by the lessee in writing advise the Association of the name of the lessee and the period of such lease. The owner must furnish a copy of the Conduct Rules to the lessee and obtain the written acknowledgement of receipt and undertaking to abide by the rules from the lessee and furnish it to the Estate management prior to occupation by the lessee. The owner must bind the lessee to adhere to such rules in the lease agreement by insertion of the following clause:

6.1.1. *The lessee acknowledges and undertakes that upon occupation of the premises his family, visitors, contractors and employees shall adhere to the constitution, rules and regulations of the Estate and any other rules applicable to owners in the Estate.*



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7. PETS

- 7.1. No pets or domestic animals may be brought onto or kept on the Estate.
- 7.2. Should a pet or domestic animal be found on the Estate, the owner of the pet shall be requested to immediately remove the pet or domestic animal and in the event of a failure to do so, the SPCA may be requested to remove it to a place of safekeeping at the cost of the owner.

8. REFUSE REMOVAL

- 8.1. The Mossel Bay Municipality implemented a 3 bag system to ensure that waste is sorted at source. Bags to be collected at Estate Manager Office.
- 8.2. Refuse bags must be placed on the street curb for collection and may only be placed there on the day of collection thereof, or, if such refuse bags are contained in a refuse bin, such refuse bin may be placed on the curb after sunset on the day prior to collection thereof.
- 8.3. Refuse is collected by the Estate staff weekly on Wednesdays in the early morning or as to be advised from time to time by the Estate management.
- 8.4. No garden refuse or rubble may be placed with the household refuse and it shall not be removed by the Estate staff. Every owner or occupant of a property is responsible to dispose of his own garden refuse or rubble at an official municipal waste site.
- 8.5. No garden refuse or rubble may be dumped anywhere on the Estate.
- 8.6. Members are encouraged to place glass and cans in the recycling container
- 8.7. No refuse of any nature may be placed or left at the refuse holding area (that is in the process of being constructed) at the entrance to the Estate at the Vleesbaai road and no member or any other person is allowed to access the holding area. Only the Estate Manager and staff may access such area for purposes of the temporary holding of household waste for collection by the municipality.



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9. LITTERING AND DUMPING

9.1. Littering and dumping anywhere on the Estate are strictly prohibited.

10. LANDSCAPING

10.1. Only indigenous endemic plant species (in other words naturally occurring in the region) as prescribed in the Environmental Management plan approved for the Estate may be planted. This also applies to grasses and no exotic grasses such as Kikuyu may be brought onto or planted on the Estate.

10.2. All alien (exotic) plants that is present on the property of a member, irrespective if it was planted by the member or not, must be removed by the member.

10.3. Natural plant life must be disturbed as little as possible on stands and in open spaces.

10.4. Owners are only allowed to do landscaping in the demarcated 600x600 area as defined per stand

11. PLANT AND ANIMAL LIFE

11.1. No person may hunt, maim or kill, disturb, tease or capture any wild animal (the term "animal" refers to any form of vertebrate or invertebrate life) or to keep any wild animal or remove any wild animal, whether dead or alive. No person may remove from its natural site, damage or destroy the nest of a bird, reptile, amphibian or invertebrate, or the eggs thereof.

11.2. Plants may not be damaged or removed from the open spaces.

11.3. Members are encouraged to enjoy nature walks but may not walk through and/or damage the fynbos or other flora. Walking on the fire paths is a great way to enjoy the environment.



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11.4. Foreign (exotic) plants and animals (farm or other foreign animals) within the Estate must be brought to the attention of the Estate Manager.

11.5. Foreign animals may not be introduced or let free on the Estate.

12. FIRE HAZARDS

12.1. Members are encouraged to be alert at all times regarding the prevention of fire hazards on the Estate.

12.2. Special care must be taken when using outside barbeques or "braai's" so as to prevent any potential fire hazards. No fire may be made outside of an enclosed area during windy conditions. No fires may be left unattended at any time whatsoever.

12.3. Smoking must be done with the utmost care to prevent any potential fire hazards and cigarette butts may only be disposed of in a container which is located indoors.

12.4. Garden refuse may not be stored on any stand and must as soon as possible after cutting/weeding be removed from the premises.

13. BEACH, DUNES AND OPEN SPACES

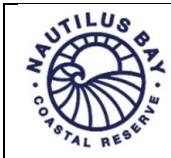
13.1. The beach and open spaces must be left neat and tidy at all times.

13.2. The beach, dunes and open spaces are utilised by members and their visitors, employees, invitees or contractors at their own risk.

13.3. No vehicles, motorcycles or bicycles are allowed to drive on the dunes or beach.

13.4. No sand boarding on the dunes is allowed.

13.5. No fires may be made on the beach or in any open space.



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13.6. No artefacts or shell middens may be disturbed or removed from its location.

14. MAINTENANCE OF PROPERTY

14.1. Members must keep their properties at all times in a state of good repair and maintenance.

14.2. In the event that a member fails to keep the area around his house clear of untidy growth or fails to cut the grass, the Association may forward a request to the member to attend to it within a specified reasonable time period, and in the event of a failure by the member to do so, the Association may attend to it and recover the cost thereof plus a penalty equal to twice the amount of the costs from the member.

15. ACTIVITIES

15.1. General

No activity that could cause aggravation, nuisance or a security risk to fellow members is allowed.

15.2. Music and noise related activities

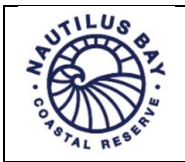
Volume of music or any musical instruments must be at a level which does not cause an irritation to neighbours and shall cease completely at 20h00 during the week and 23h00 over weekends.

15.3. Mowing Lawns and Use of Power Tools

The mechanical maintenance and power tools, lawnmowers and the like may only be used during the hours as stipulated in 5.3 (08h00 to 18h00 and not on Sundays.)

15.4. Washing

Washing and any other unsightly items may only be hung on lines in courtyards.



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15.5. Major Gatherings, Parties

No major gathering or parties on any of the open spaces are allowed unless prior written permission has been obtained from the Executive Committee of the Association.

15.6. Motorcycles/Quad Bikes

Motorcycles/Quad Bikes may only be operated at generally acceptable noise levels. Motorcycles must be roadworthy and licensed and riders must wear helmets and must be licensed to drive such vehicles.

15.7. Public Walkways

No motorized vehicle of any kind is allowed on the public walkways and fire paths, with the exception of security and management vehicles.

15.8. Weapons

No weapons of any description (including pellet guns and air guns) may be used or discharged on the Estate. All weapons must be handled and stored in full compliance with the applicable legislation from time to time and no public display of firearms is allowed inside the Estate at any given time.

15.9. Fireworks

No fireworks or crackers may be set off on the Estate.

15.10. Portable generators – noise emissions

All portable generators in both new and existing installations must have a maximum noise emission measured at a point 3 meters away from the generator in accordance with SANS 10103, Table 2 – Acceptable rating levels for noise in districts. Noise level as rated by the World Health Organisation shall be no greater than 55 – 60 dBA (decibels).



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Conduct Rules

16. VEHICLES AND SPEED LIMIT

- 16.1. For the safety of everybody on the Estate, the general speed limit is 30 km/h and must be strictly adhered to at all times.
- 16.2. Care must be taken to avoid injury to tortoises and other fauna on the Estate whilst driving.
- 16.3. No vehicles may drive on the dunes, the beach or in the open space areas.
- 16.4. No person without a valid driver's license may drive any vehicle for which a driver's license is required, or a golf cart.
- 16.5. No person may drive a vehicle whilst talking or texting on a handheld cellular phone.
- 16.6. No vehicles may be parked in the roads and members must ensure that their invitees, guests or workers refrain from parking their vehicles on the roadside of neighbouring properties.

17. SECURITY

- 17.1. In the interest of providing an effective security system, the security protocol must be adhered to at all times.
- 17.2. All Owners must complete the required application form in Appendices A, available from the Estate Manager, to apply cell phone number registration on security system. No cell phone number will be registered without the application form been completed in full. All Owners that are registered on the System will be enabled to make use of the main Nautilus Bay Coastal Reserve Security Gate to enter or leave the estate. Only 2
- 17.3. Visitors and unexpected guest (i.e. Courier, delivery, etc.) must sign in at the security,



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Conduct Rules			

- 17.4.** Residents, their invitees and contractors must treat the security personnel in a respectful manner. The abuse of the security personnel is strictly forbidden and anyone who abuses the security personnel may be disciplined by the Association.
- 17.5.** Every resident must take all reasonable measures to ensure that his visitors and contractors adhere to the security protocol and anybody who refuses to adhere to the security protocol may be denied access to the Estate.
- 17.6.** Residents must report any suspicious actions or people to the security personnel at once.
- 17.7.** Members who reside permanently in the Estate are encouraged to inform the Estate Manager when going away on holiday.
- 17.8.** Members who do not reside permanently in the Estate are encouraged to inform the Estate Manager when they or any other invitee occupy their house/s. In the event that anybody other than the member and his immediate family members occupy the house of the member, the member must inform the Estate Manager accordingly and furnish in advance the full names and particulars of the persons who will be occupying the house of the member. A failure to do so may result in such persons being denied access to the Estate until the confirmation of occupation had been confirmed by the member.
- 17.9.** No day visitors or invitees of members may be allowed onto the Estate unless they are house guests on the Estate of the members or of the tenants of members, or unless they are accompanied at all times by the member.

18. ESTATE AGENTS

- 18.1.** Estate agents and prospective purchasers may gain access to the Estate only through prior arrangement with the owner concerned and the Estate Manager.
- 18.2.** No prospective purchaser may be allowed onto the Estate unless accompanied by an estate agent as per prior arrangement with the Reserve Manager.



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18.3. Only one FOR SALE per Stand sign is allowed. The size of the sign must adhere to the standard size for estate agent boards.

19. FINES AND PENALTIES

Transgressions/Offences	Penalty/Fine
Dumping on sidewalk / adjacent stands/ open areas / roads / beach	R750 per incident
Speeding, ignoring stop signs, negligent driving, unlicensed driving, unlicensed vehicles, driving whilst speaking or texting on a handheld cellular phone and other traffic violations	R300 per offence
Other transgressions as per Conduct Rules	(R750 per incident or) FINE as deemed appropriate by the Executive Committee

The above amounts in respect of fines are subject to review from time to time



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Conduct Rules			

Annexure A

SECURITY GATE CELL PHONE NUMBER REGISTRATION FORM

I, _____, registered owner of Stand _____, hereby request that the cell phone numbers as indicated below be registered to enable me to open the security gate when entering the Reserve and leaving the Reserve.

Number	Name	Surname	Relationship (Owner, Owner Spouse or Tenant)	Number
1				
2				
3				

I, also hereby confirm that it is my responsibility to ensure:

1. That the gate close behind me after I opened the gate to enter or leave the Reserve and that no vehicle follows me before the gate close.
2. That all my visitors and or Construction Workers sign the Gate Control Register at Security and that I will only thereafter, on request by the Security Officer, open the gate to enter or exit the Reserve.

Signed on this _____ day of _____ 20 ____ at

Home Owner:

Name: _____ Signature:



GOVERNING DOCUMENT

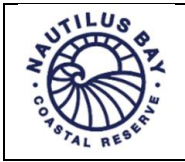
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Conduct Rules

NBCRHOA

Name: _____ Signature: _____

Comments:



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Dispute Resolution Guidelines			

DISPUTE RESOLUTION GUIDELINES

1. Objective

It is considered good governance that disputes are resolved in the interests of on-going relationships and in the most cost-effective manner.

The primary objective of the *Dispute Resolution Procedure* is to allow a Home Owner or a group of Home Owners to formally bring to the Executive Committee's attention any dissatisfaction or feeling of injustice which he/she/they may have about a situation or decision made relating to the Reserve.

THE DIFFERENCE BETWEEN A DISPUTE AND A COMPLAINT


A dispute is any dissatisfaction or feeling of injustice resulting from transgressions with regards to the governing documents, in other words one of the rules are being broken. (See form in Annexure B).

A complaint is any dissatisfaction or feeling of injustice resulting from anything else that is not made mention of in any of the governing documents (for example disliking the color of someone's wall). (See form in Annexure C).

The HOA Executive Committee believes that given goodwill by all parties in addressing their grievances and bearing in mind:

- The Constitution
- Rules of Conduct
- Building Rules and
- Architectural Guidelines
- Any other Rules and Guidelines applicable from time to time

as practiced within the Reserve, the under mentioned guidelines should satisfy any person's submission.

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The goals of the *Dispute Resolution Guidelines* are therefore;

- a) to improve compliance with the rules of the Reserve,
- b) to enhance community involvement in the dispute resolution process,
- c) to provide more effective dispute resolution,
- d) to ensure fairness and transparency, and to facilitate access to justice, and
- e) to prevent undue cost and delay.

2. Status of Dispute Resolution Guidelines

The parties involved in any dispute participate in the dispute resolution process in good faith. The *Dispute Resolution Procedure* is available to all Home Owners. The Executive Committee as well as the Control Architect may also make use of the procedure as provided for in this guideline.

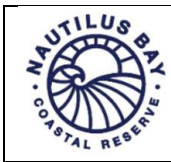
This *Dispute Resolution Procedure* is subject to the provisions of;

- i. the Constitution,
- ii. the Rules of Conduct,
- iii. Building Rules,
- iv. Architectural Guidelines, and
- v. relevant legislation.

3. Matter to be tabled for resolution

In order to facilitate the resolution of disputes, Home Owners may call on this procedure for resolution of the following:

- i. A provision of the Constitution,
- ii. Rules of Conduct,
- iii. Rulings by the Control Architect, and
- iv. Appeal against infringement penalties.



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Disputes where this procedure does NOT apply are;

- a) A member disputing the fact that he/she has committed a breach of any of the Rules of Conduct,
- b) disputes between individual Home Owners, which do not fall with (i) to
 - i. (iv) above,
- c) a dispute between a Home Owner and the Developer.
- d) a dispute between a Home Owner and his/her Contractor, and
- e) a dispute between a Home Owner and the Local Council.

In the event of any member disputing the fact that he/she has committed a breach of any of the Rules of Conduct, a Committee of three Executive Committee Members will investigate the matter and make a final decision as per the Constitution of the Nautilus Bay Coastal Reserve Home Owners Association's Paragraph 14.1 which states that:


“Should any dispute or doubt arise as to the interpretation of this Constitution or any rules and regulations of the Association, the Executive Committee shall be the final arbitrator and its decision shall be binding on the Members”.

4. Procedure

Each Home Owner must, before declaring any matter as a dispute, ensure that he/she has read the most current:

- Constitution
- Rules of Conduct
- Building Rules
- Architectural Guidelines
- Landscaping Guidelines

and has engaged with the Reserve Manager or other Home Owners to obtain clarity as to the matter at hand. The Reserve Manager will provide the Home Owner with information about what the Reserve's Rules require and how to resolve a dispute without having to incur legal costs.

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Step 1:

The Home Owner must raise the dispute in writing with the Reserve Manager (without prejudice to the Home Owner). Disputes must be addressed to the Reserve Manager, Nautilus Bay Coastal Reserve Home Owners Association and delivered to anton.vanderwesthuizen@nautilusbayhoa.co.za and copied to the Exco Member (Admin Portfolio)

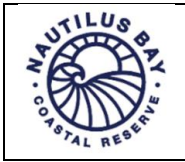
The Reserve Manager must to the best of his ability:

- Meet with the aggrieved party(s) at a convenient time and location;
- Obtain all relevant facts about the issue (distinguishing the fact from opinion and/or hearsay);
- Objectively and with an open mind analyze the underlining issue(s). If assessed to be of a minor nature, the Reserve Manager should respond autonomously. If assessed to be of a serious nature, or has the potential to escalate, the process should include obtaining input from the relevant Executive Member(s), in the preparation of a written response;
- Endeavour to resolve the issue as speedily as possible, resolving and responding (in writing) to the issue within 21 (twenty-one) working days of receiving the dispute in writing.

If the Reserve Manager's decision is unacceptable to the Home Owner, **Step 2** becomes effective and the Reserve Manager must advise the Home Owner of the subsequent stages of the procedure and of the Home Owner's right to seek assistance of an Executive Committee Member.

Step 2:

If the Home Owner elects to proceed, it is now deemed as a dispute and his/her grievance must record the relevant details on the Application for Dispute Resolution Form as per **Annexure B**.



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Dispute Resolution Guidelines			

The signed form, addressed to the HOA Executive Committee must be handed to the Reserve Manager who must record his findings on the Application for Dispute Resolution Form and forward the form and all facts pertaining thereto to the HOA Executive Committee, who shall acknowledge receipt to the Home Owner within 2 (two) working days. The Executive Committee shall hold an enquiry into the matter within 30 (thirty) working days of receipt.

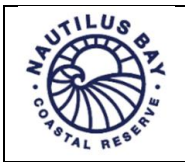
- The enquiry shall be attended by the relevant HOA Executive Committee and Reserve Manager.
- A record of the enquiry will be kept on record by the Reserve Manager.
- The HOA Executive Committee will respond in writing as to its ruling.
- If the Home Owner is still not satisfied with the outcome, he/she must within 2 (two) working days of the receipt of the decision, implement step 3.

Step 3:

The Home Owner must advise the HOA Executive Committee Chairman in writing of his/her dissatisfaction with the outcome of the Dispute Resolution Investigation.

Step 4:

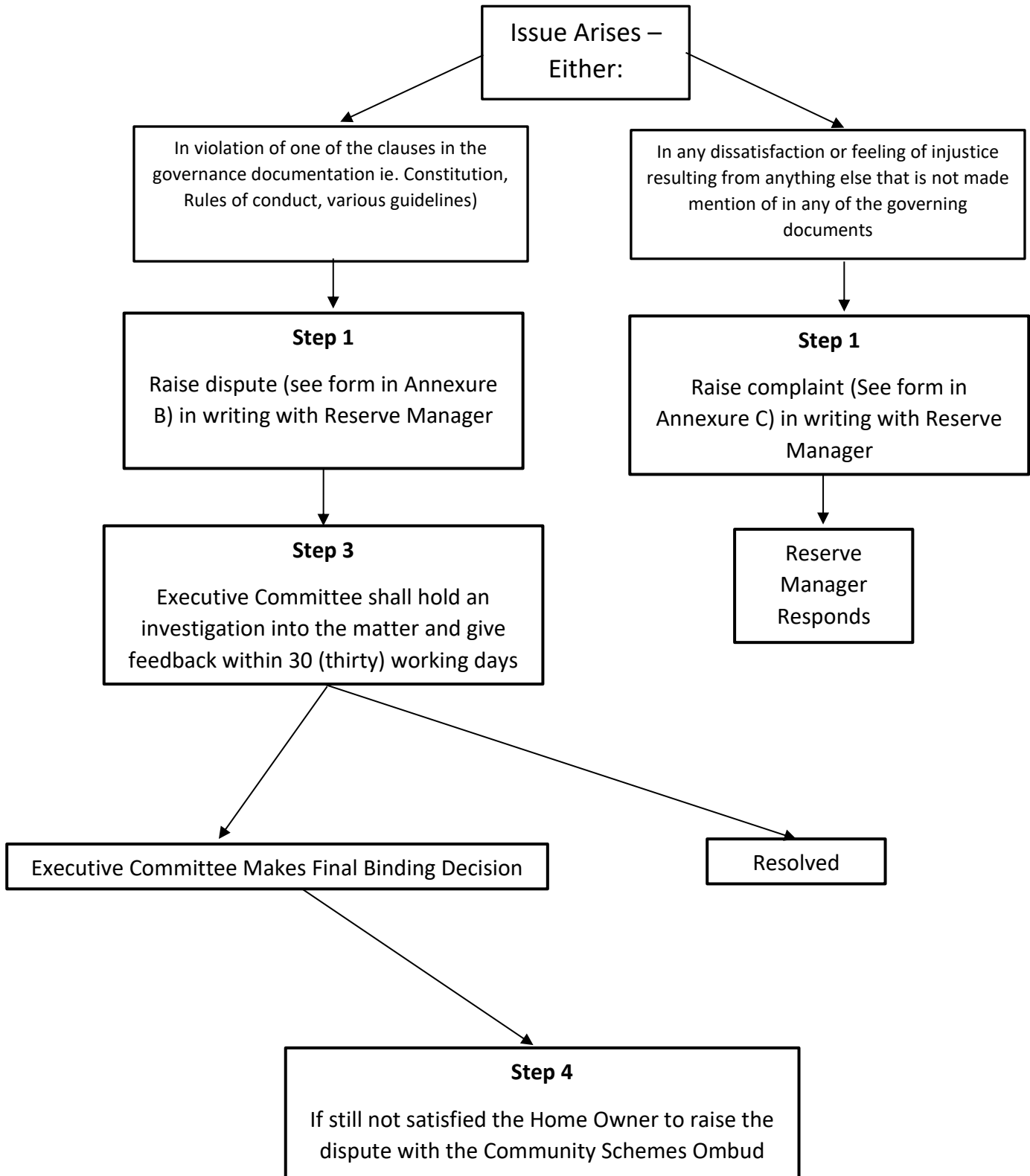
The Home Owner may, if still dissatisfied with the decision, take the matter further in terms of the Community Schemes Ombudsman Service Act (www.csos.org.za). Once litigation is started, the Exco members as well as all other HOA members will then leave the matter until an outcome has been reached at either conciliation or adjudication.

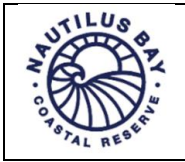


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Annexure A

Dispute Resolution Guidelines Conceptualized





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Dispute Resolution Guidelines			

Annexure B

Nautilus Bay Coastal Reserve Home Owners Association

Application for Dispute Resolution

(Kindly complete the form in a legible manner and all pages must be completed)

Internal Reference Number:

1 Details of person making this application

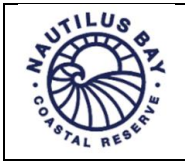
Full Names:	<input style="width: 95%; height: 20px;" type="text"/>
Surname:	<input style="width: 95%; height: 20px;" type="text"/>
ID Number:	<input style="width: 95%; height: 20px;" type="text"/>
Celphone Number:	<input style="width: 95%; height: 20px;" type="text"/>
Email Address:	<input style="width: 95%; height: 20px;" type="text"/>
Age:	<input style="width: 95%; height: 20px;" type="text"/>
Gender:	<input style="width: 95%; height: 20px;" type="text"/>
Erven Number:	<input style="width: 95%; height: 20px;" type="text"/>

2 The application pertains to which type of matter:

(Tick the appropriate box and supply documents paragraph number/s):

Constitution
 Conduct Rules
 Building Rules
 Agricultural Guidelines
 Other

Paragraph Number & Description	
No	Description



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Dispute Resolution Guidelines

3 Details of person(s)/Nautilus Bay Coastal Reserve Home Owner Association you are making the application against:

(If more than one person, please state details under additional information)

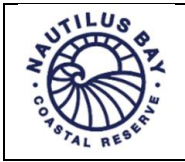
Full Names:	
Surname:	
Cellphone Number:	
Email Address:	
Erven Number:	

4 Detail of application/alleged breach:

(Please legible set out all the facts which you consider having bearing on this application, including dates, places and persons involved)

5 Exhaustion of other remedies:

(What has been done to try to resolve this application. Please describe what you have done, who you have talked to and what they offered to do.)



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Dispute Resolution Guidelines

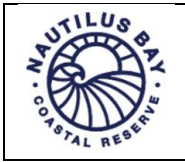
6 Relief sought:

(What remedy are you requesting? How do you want the problem to be solved?)

7 Additional Information:

8 Supporting documentation:

(I have supporting documentation or other evidence to supply with my application:)



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Dispute Resolution Guidelines			

9 Declaration and Signature of applicant:

I, _____ declare that the above information is true and correct to the best of my knowledge. I agree that the information I have given in this form may be used or disclosed to process and resolve this application.

Signature of Applicant

Date



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Dispute Resolution Guidelines			

Annexure C

Nautilus Bay Coastal Reserve Home Owners Association
Complaint Form

(Kindly complete the form in a legible manner and all pages must be completed)

Internal Reference Number:

1 Details of person lodging the complaint

Full Names:	
Surname:	
ID Number:	
Celphone Number:	
Email Address:	
Age:	
Gender:	
Erven Number:	

3 Details of person(s)/Nautilus Bay Coastal Reserve Home Owners Association you are lodging the complaint against:

(If more than one person, please state details under additional information)

Full Names:	
Surname:	
Cellphone Number:	
Email Address:	
Erven Number:	



GOVERNING DOCUMENT

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Dispute Resolution Guidelines			

4 Detail of complaint:

(Please legible set out all the facts which you consider having bearing on this application, including dates, places and persons involved)

5 Exhaustion of other remedies:

(What has been done to try to resolve this complaint. Please describe what you have done, who you have talked to and what they offered to do.)

6 Relief sought:

(What remedy are you requesting? How do you want the problem to be solved?)



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Dispute Resolution Guidelines			

7 Additional Information:

8 Supporting documentation:

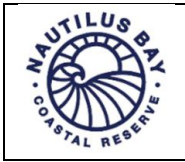
(I have supporting documentation or other evidence to supply with my complaint:)

9 Declaration and Signature of Complainant:

I, _____ declare that the above information is true and correct to the best of my knowledge. I agree that the information I have given in this form may be used or disclosed to process and resolve this application.

Signature of Complainant

Date



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EXECUTIVE COMMITTEE ELECTION PROCEDURE			

EXECUTIVE COMMITTEE ELECTION PROCEDURE

As per the Nautilus Bay Coastal Reserve Home Owner’s Association’s Constitution Clause 6, the following persons are eligible to serve on the Executive Committee:

“6. EXECUTIVE COMMITTEE

6.1 The Executive Committee shall consist of 5 (five) resident Members, or the spouses of resident Members, elected at the Annual General Meeting of the Association”

To become a member of the Executive Committee a member of the Association must first be elected by means of a majority vote at the Annual General Meeting, the voting must be either in person or by means of a proxy.

Step 1

- Any “member” as per the definition in constitutional clause 2.10 (“Member” means a Member of the Association and a registered owner of a Unit) or his spouse (the Nominator) can nominate a fellow resident or his spouse (the Nominee) by completing the attached Addendum A (Nomination as Trustee form).
- The Nomination form will be sent out on the 22nd day before the date of the Annual General Meeting to be held.
- The Nominator and Nominee must sign the Nomination Form.

Step 2

- The nominee must complete the attached Addendum B (Trustee Nomination Manifesto).
- The nominee must provide a copy of his ID and electronic head and shoulder photograph to the nominator.

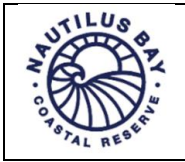
Step 3

The Nominator must send the completed forms with the copy of the ID and the head and shoulder photograph to Status-mark (Managing Agent) before or on the 11th day before the date of the Annual General Meeting to be held.

Step 4

Statusmark will prepare a summary of all the Nominees in alphabetical sequence with the following information:

- Nominee (Photo, Name & Surname), Nominated by (Name & Surname), Owner/Resident refer Addendum C.
- Status-Mark will send the above summary list with the completed Trustee Nomination Manifestos of each nominee also on the 10th day before the AGM’s date to all Home Owners.

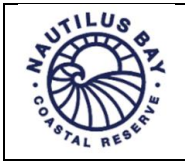


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EXECUTIVE COMMITTEE ELECTION PROCEDURE			

- This election form will be issued to all residents on arrival at the AGM to be used for electing the trustees to manage the Nautilus Bay Coastal Reserve Home Owner's Association as Executive Committee Members for the ensuing year.
- The election form will also be in the provided proxy form, which empowers the proxy holder to vote for the member as instructed by the filled in proxy form.

Step 5

After the election the Home Owners who were successful must then sign the Executive Committee Code of Conduct (Refer attached Addendum C).



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EXECUTIVE COMMITTEE ELECTION PROCEDURE			

Annexure A

NOMINATION AS TRUSTEE

I, (Name) _____ the undersigned, being the registered owner of stand ____ and a member of the **Nautilus Bay Coastal Reserve Home Owner Association**, hereby nominate

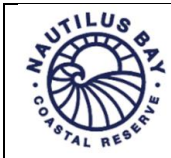
(Name) _____ of stand ____ as Trustee of **Nautilus Bay Coastal Reserve Home Owner Association** for election at the Annual General Meeting to be held on _____.

Signed by me on ___ / ___ / 2019 at _____.

(Signature of Nominator)

I, (Name) _____ hereby accept my nomination as Trustee of the **Nautilus Bay Coastal Reserve Home Owner Association** and has completed the attached Nomination Manifesto.

(Signature of Nominee)



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EXECUTIVE COMMITTEE ELECTION PROCEDURE			

Annexure B

TRUSTEE NOMINATION MANIFESTO

Name:		Age:	Gender: M/F
Occupation:		Qualifications:	
Owner/Resident Owner:		Since Date:	
Experience as Trustee:			
Trustee of Nautilus Bay Coastal Reserve HOA since:			
Your Mission as Trustee:			

I (Name) _____ hereby declare that:
I am prepared to attend a 1-day training session to obtain a working knowledge of the:

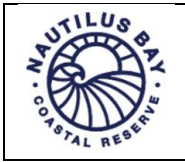
- The Constitution
- Conduct Rules
- Building Rules and
- Architectural Guidelines
- Dispute Resolution Guidelines

I hereby undertake to do the following:

- I will exercise my Fiduciary Duty of loyalty, skill, care and diligence
- I will put the interests of the Nautilus Bay Coastal Reserve HOA above my own
- I will administer the Nautilus Bay Coastal Reserve HOA in accordance with the law and relevant governance documentation
- I will ensure good physical, administrative and financial management of Nautilus Bay Coastal Reserve HOA
- In terms of the CSOS Act, I will educate myself and obtain the necessary information before taking a decision, attend meetings of the Executive Committee and exercise due diligence

Signed by me on ___ / ___ / 20___ at _____.

(Signature: Nominee)



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EXECUTIVE COMMITTEE ELECTION PROCEDURE			

EXECUTIVE COMMITTEE CODE OF CONDUCT

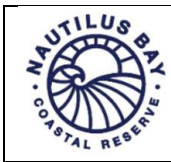
1. THE LEGAL STANDING OF THE NAUTILUS BAY COASTAL RESERVE HOME OWNER'S ASSOCIATION

The **Nautilus Bay Coastal Reserve Home Owner's Association** (NBCRHOA) is established to protect and advance the communal interest of owners, occupants and other users of any of the properties comprising the Reserve.

1.1.1. The main business of the NBCRHOA is to:

- 1.1.1.1. manage, control, and administer, on behalf of its Members, the Estate in terms of the Constitution and approved other governing documents;
- 1.1.1.2. collect Levies and contributions towards funds of the NBCRHOA for the attainment of the objects of the NBCRHOA;
- 1.1.1.3. create Rules of Conduct concerning the conduct, powers and obligations of Members and to ensure that the terms, conditions and obligations as are imposed in the Constitution, are enforced equally upon all Members and are adhered to for the benefit of the Members as a whole and subject to such restrictions and/or conditions, restrictions and/or
- 1.1.1.4. powers as may be imposed by the Members upon the Executive Committee Members, in General Meeting, on the basis that all Members shall have equal rights and obligations; and
- 1.1.1.5. to enforce any Rules made.

1.2. The **Executive Committee** are elected on an annual basis in accordance with the provisions of the Constitution to manage the affairs of the estate. The **Executive Committee Members** need to comply with:



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EXECUTIVE COMMITTEE ELECTION PROCEDURE			

- 1.2.1.1. The qualification and eligibility requirements, to become or remain an Executive Committee Member of the NBCRHOA;
- 1.2.1.2. be at all times a paid-up Member or a representative of a paid-up Member where the Member is a legal entity, and/or the spouse of a paid-up Member, of the NBCRHOA;
- 1.2.1.3. may not be in breach of any of his/her obligations as a member of the NBCRHOA, as stipulated in the Constitution or the Rules;
- 1.2.1.4. may not absent himself from meetings of Executive Committee for 6 (six) consecutive months without the leave of the Chairperson.

2. SCOPE AND NATURE OF THE DUTIES OF EXECUTIVE COMMITTEE MEMBERS

The Executive Committee is the executive body that provides leadership to the HOA.

- 2.1. It forms policies and rules, determines strategy and direction, oversees implementation, appoints management and acts as a check and balance for the performance of management.
- 2.2. The Executive Committee Member ensure adherence to the governing regulations of NBCRHOA and to resolve conflicts in managing the Reserve.
- 2.3. In addition, the Executive Committee Member recognize the need to build a strong sense of community among members of the NBCRHOA and to ensure that the Reserve looks aesthetically appealing, remains safe and has a strong financial standing and maintains property values.
- 2.4. The Executive Committee are the people to whom the members of the HOA have given their trust and as such, they will expect them to act in their best interests and to safeguard their property investments and lifestyles.
- 2.5. Members also expect a high level of integrity and honesty.
- 2.6. It is imperative that the Executive Committee Members are fully aware of the implications and responsibilities of the role that they have accepted.



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EXECUTIVE COMMITTEE ELECTION PROCEDURE			

2. GOVERNANCE

Governance provides checks and balances against abuse of power and ensures that integrity and honesty are maintained in providing good stewardship in the management and sustainability of the HOA.

2.7. An Executive Committee Member is placed in a fiduciary position and is required by law to exercise the powers conferred on him/her in the utmost good faith. The governance obligations are:

2.7.1. Common Law obligations – Executive Committee Member have a special legal relationship to the HOA, in which they owe the NBCRHOA a duty of trust, reasonable skill and confidentiality,

2.7.2. the so-called fiduciary relationship, implying that an Executive Committee Member will AT ALL TIMES put the interests of the HOA ahead of his/her own interests.

2.7.3. The duties of an Executive Committee Member are owed to the members of the HOA as a collective, not to any of the HOA members individually

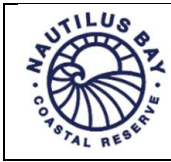
2.8. The fiduciary relationship is:

2.8.1. A duty of loyalty to the members of the HOA always acting in good faith in the interests of the HOA as a whole, not the interest of an individual or group of individuals;

2.8.2. A duty of skill, care and diligence, to ensure the HOA is administered in accordance with the law and the Constitution.

2.9. **Obligations:**

2.9.1. Not use his/her position or any “inside” information to gain an advantage or to knowingly cause harm;



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2.9.2. Exercise the association's powers and functions in good faith for a proper purpose in the best interests and with care, skill and diligence;

2.9.3. For any particular matter, take reasonable diligent steps to be informed about it.

2.10. Community Schemes Ombud Service Act obligations:

Executive Committee Members must take their duties seriously and apply themselves diligently by:

2.10.1. Taking the necessary steps to be properly informed of the obligations of the act;

2.10.2. Take reasonable steps to obtain sufficient information on matters to be discussed;

2.10.3. Exercise an active and independent opinion with respect;

2.10.4. Exercise due diligence on matters decided.

2.11. These obligations are in addition to and do not derogate from an Executive Committee Member's fiduciary obligation.

3. CONDUCT OF EXECUTIVE COMMITTEE MEMBER: EXECUTIVE COMMITTEE MEMBER SHOULD ACT WITH INTEGRITY AND HONESTY

3.1 Avoiding conflict of interest. If there are any, it must be declared;

3.2 Taking no part in reaching decisions where he/she has a personal interest;

3.3 Always acting in the interest of the members he/she represents putting his/her own interest aside;

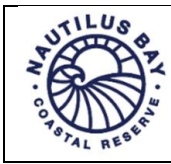
3.3 Showing no favouritism to any individual member or group of members;

3.4 Acting in the association's best interest also means making decisions on the merits presented, not because you have an axe to grind or a personal agenda;

3.5 Deriving no personal profit from his/her activities;

3.6 Not soliciting or accepting gifts, gratuities, or favours, especially with those given with the intent of influencing a decision;

3.7 Not seeking preferential treatment from other executive committee members, committees, contractors, or suppliers;



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3.8 Not advancing a personal cause by using your position on the executive committee or to enhance your financial status through the use of particular contractors or suppliers;

3.9 Acting within the limits of authority of the executive committee;

3.10 Treating all matters dealt with by the Executive Committee as confidential, even if no longer a trustee;

3.11 As a collective with fellow Executive Committee Members, taking all reasonable steps to secure and preserve the property of Members; and

3.12 Taking reasonable care to ensure that no other Executive Committee Member commits breaches of trust.

3.13 Relationships and Communication: Executive Committee Members must:

3.14 Strive towards building relationships on respect, trust, co-operation and care, recognizing they are part of the same team;

3.15 Commit to achieving common goals, maintaining good relationships and continually striving to improve the process of decision making and performance as a team;

3.16 Set an example of humility and demonstrate the value of respect for others in behaviour, language, manners, the tone of voice and all forms of communication, where ideas are examined and criticized, not people;

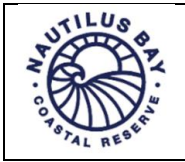
3.17 In cases of disagreement amongst Executive Committee Members, strive toward consensus, incorporating the wisdom from different viewpoints and accept the leadership and decisions of the Chairman;

3.18 Accept that the Executive Committee operates by majority decision and that individual Executive Committee Members must be prepared to support such decisions in public;

3.19 Satisfy himself/herself that adequate management controls are in place;

3.20 Furnish accurate and complete information if requested by members

3.21 Executive Committee Members are not required to be experts in any particular area in which they operate unless they have the relevant professional skills; if they have, they will be judged according to that professional standard, but if not, the standard will be that of the reasonable man.



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4. REMOVAL AS EXECUTIVE COMMITTEE MEMBER

As Executive Committee Members must set the example and be above reproach, he/she will be removed as an Executive Committee Member after:

- a. An Executive Committee Member and or Member has laid an official complaint that an Executive Committee Member is in breach of any provisions of this Code of Conduct;
- b. Such breach has been investigated by a committee of the Executive Committee within 10 business days after the date of the complaint;
- c. If found in breach, the Executive Committee Member to affect the necessary corrective action within 10 business days;
- d. And if not corrected the Executive Committee Member be removed immediately by the Executive Committee.

I, _____ the undersigned, have read and understood the **Code of Conduct for Executive Committee Members of NBCRHOA** and hereby declare that I will be bound by it in the execution of my duties as an **Executive Committee Member** of the Nautilus Bay Coastal Reserve Home Owners Association.

Signature: _____ Date: ___ / ___ / 2