



RIVERVIEW WATERFRONT

ESTATE

HOME OWNERS ASSOCIATION

CONSTITUTION

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ANNEXURES:

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

REVISION HISTORY:

Item	Contributor	Date	Version Number	Revision / Change Description
1.	Cyberads / Lex-Icon	2006	Ver. 0.1	Initial Document Draft
2.	RWEHOA Committee	AGM 2006	Ver. 1	Acceptance of the Constitution by RWEHOA at the Annual General Meeting
3.	Lex-Icon	16 July 2011	Ver. 1.1	Inclusion of sub-section 4.6 under Membership; addressing levy responsibilities w.r.t the consolidation of erven in The Estate
4.	RWEHOA Committee	2 nd December 2011	Ver. 2	Special Resolution Adopted at AGM - for the inclusion of Sub-Section 4.6 relating to the consolidation of Erven & levy obligations of homeowners – by the RWEHOA
5.	2017 Committee / Chairman – R. Verschoor	01/02/2017	Ver. 2.1	<ul style="list-style-type: none"> A) Enumerated entire document B) Added page numbers, headers & footers C) Added document versioning D) Modified table of contents E) Replacement of entire section 25 and Inclusion of new section 25 (as approved by 2016 AGM); addressing the recommended changes w.r.t. debt collection facilitation changes

1. **NAME**

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

2. **DEFINITIONS**

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

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

2.3. Words importing the masculine shall include the feminine.

2.4. Unless the context clearly indicates a contrary intention, the following words and expressions shall bear the following meanings:

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

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

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

2.4.4. "the common property" shall mean the land transferred to the Association, which shall include Private Roads, Private Open Spaces but excluding the conservation areas and the land which remains the property of the Developer.

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

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

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

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

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

3. OBJECT AND PURPOSE

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

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

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

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

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

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

4. MEMBERSHIP

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

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

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

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

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

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

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

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

- 4.5. Each Member of the Association shall be jointly liable for any expenditure incurred in connection with the main object or purpose of the Association and for anything done by the Association with the intention of benefiting its Members. The Association shall charge monthly levies to cover all expenses which are incurred or anticipated, and which shall be borne by each Member equally, provided that the deeming provision of Clause 4.1.1 does not apply to this clause.
- 4.6. The monthly levy shall be charged in accordance with the number of erven owned by the Member, as indicated on the requisite General Plans as originally registered with the Surveyor Generals Office. For clarification purposes, any consolidation of erven does not reduce the Member's obligation to pay levies. Any subdivision that the Association may approve will however constitute the creation of a new erf and will increase the Member's responsibility to pay levies.
- 4.7. No Member shall be entitled to transfer an erf, unless a duly authorised representative of the Trustee Committee or the relevant party to which such function has been delegated has in writing consented to the transfer, and the following conditions of title are imposed, namely:
- 4.7.1. The property, or any part thereof, shall not be transferred without the written consent of the Riverview Waterfront Estate Home Owners' Association of which the Purchaser and his successors in title, for in so long as they are the registered owners of the property, shall be obliged to be a Member and bound by its constitution, rules and regulations.
- 4.8. A consent to transfer as contemplated above shall be withheld by the Trustee Committee until the following have been complied with:
- 4.8.1. Levies and any other amounts due to the Association by the registered owner (and all occupants claiming through him) of the property sought to be transferred, have been paid up to date to transfer or that provision has been made to the satisfaction of the Trustee Committee for the payment thereof against registration of transfer.

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

5. CESSATION OF MEMBERSHIP

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

TRUSTEES

6. TRUSTEE COMMITTEE

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

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

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

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

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

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

7. REMOVAL & ROTATION OF TRUSTEE MEMBERS

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

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

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

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

7.2.3. his conviction for any offence involving dishonesty;

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

7.2.5. his resigning from such office;

7.2.6. his death;

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

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

8. OFFICE OF TRUSTEES

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

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

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

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

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

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

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

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

9. FUNCTIONS & POWERS OF THE TRUSTEE COMMITTEE

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

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

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

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

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

9.5.1. as to the settlement of disputes, generally;

9.5.2. for the furtherance and promotion of any of the objects of the Association;

9.5.3. for the better management of the affairs of the Association;

9.5.4. for the advancement of the interests of Members;

9.5.5. for the regulation and control of the conduct of Members and occupants while in the estate, whether on erven or on the common property,

9.5.6. governing the manner and methods of the use of the common property by or on behalf of the Members of the Association or any occupant;

9.5.7. for the conduct of Trustee Committee meetings and general meetings; and

9.5.8. to assist it in administering and governing its activities generally; and shall be entitled to cancel, vary or modify any of the same from time to time.

9.6. For the purpose of transacting its business as provided herein, the Trustee Committee shall be entitled to open and operate a banking account in the name of the Association at a registered banking institution.

10. OTHER PROFESSIONAL OFFICERS

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

11. PROCEEDINGS OF THE TRUSTEE COMMITTEE

11.1. The Trustee Committee may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit, subject to any provisions of these presents.

11.2. Meetings of the Trustee Committee shall be held at least once every quarter, provided that if all the Trustees shall in writing have waived the above requirement in respect of a particular quarter then no meeting of the Trustee Committee needs be held for that quarter.

11.3. The quorum necessary for the holding of any meeting of the Trustee Committee shall be 3 (THREE) Trustees where there are 5 (FIVE) Trustees and 4 (FOUR) Trustees where there are more than 5 (FIVE) Trustees, providing that the Developer is present at all times and represented by at least 2 Trustees.

- 11.4. The Chairman shall preside as such at all meetings of the Trustee Committee, provided that should at any meeting of the Trustee Committee the Chairman not be present within 5 (five) minutes after the time appointed for the holding thereof, then the Vice-Chairman shall act as Chairman at such meeting, provided further that should the Vice-Chairman also not be present within 5 (five) minutes of the time appointed for the holding of such meeting, those present of the Trustees shall vote to appoint a Chairman for the meeting, who shall thereupon exercise all the powers and duties of the Chairman in relation to such meeting.
- 11.5. A Trustee shall take minutes of every Trustee Committee meeting, although not necessarily verbatim, which minutes shall be reduced to writing without undue delay after the meeting will have closed and shall then be certified correct by the Trustees at the following meeting of the trustees. All minutes of Trustee Committee meetings shall after certification as aforesaid be placed in a Trustee Committee Minute Book to be kept in accordance mutatis mutandis, with the provisions of the law relating to the keeping of minutes of meetings of directors of companies. The Trustee Committee Minute book shall be open for inspection at all reasonable times by a Trustee, the Auditors, The Association Members and Local Authority.
- 11.6. All competent resolutions recorded in the minutes of any Trustee Committee meeting shall be valid and of full force and effect as therein recorded, with effect from the passing of such resolutions, and until varied or rescinded, but no resolution or purported resolution of the Trustee Committee shall be of any force or effect, or shall be binding upon the Members or any of the Trustees unless such resolution is competent within the powers of the Trustee Committee.
- 11.7. Save as otherwise provided in this constitution, the proceedings at any Trustee meeting shall be conducted in such reasonable manner and form as the Chairman of the meeting shall decide.

- 11.8. A resolution signed by all the Trustees shall be valid in all respects as if it had been duly passed at a meeting of the Trustee Committee duly convened.

GENERAL MEETINGS

12. GENERAL MEETINGS OF THE ASSOCIATION

- 12.1. The Association shall during December in each calendar year, hold a general meeting as its Annual General Meeting. In addition to any other general meetings during that year, and shall specify the meeting as such in the notices calling it, in terms of paragraph 13 below.
- 12.2. Such annual general meeting shall be held at such time and place subject to the foregoing provisions, as the Trustee Committee shall decide from time to time.
- 12.3. All general meetings other than annual general meetings shall be called special general meetings.
- 12.4. The Trustee Committee, may, whenever they think fit, convene a special general meeting, and a special general meeting shall also be convened on the request of not less than 20 (TWENTY) Members.

13. NOTICE OF MEETING

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

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

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

14. SERVICE OF NOTICES

14.1. A notice shall be in writing and shall be given or served by the Association upon any Member, either personally, by email or by post properly addressed to the Member at an address chosen by him.

14.2. No Member shall be entitled to have a notice served on him at any address not within the Republic of South Africa.

- 14.3. Any notice by post shall be deemed to have been served 3 days after the letter containing the same was posted.
- 14.4. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings of that meeting.

15. VENUE OF MEETINGS

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

16. QUORUM

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

17. AGENDA AT MEETINGS

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

18. PROCEDURE AT GENERAL MEETINGS

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

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

19. PROXIES

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

- 19.3. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death of the principal or revocation of the proxy, provided that no intimation in writing of the death or revocation shall have been received by the Trustee Committee at least one hour before the time fixed for the holding of the meeting.

20. VOTING

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

- 20.6. An ordinary resolution (that is a resolution other than a special resolution) or the amendment of an ordinary resolution, shall be carried on a simple majority of all the votes cast thereon, and an abstention shall not be counted as a vote for or against the resolution in question. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the general meeting shall be entitled to a casting vote in addition to his vote as Member.
- 20.7. Notwithstanding anything contained in this constitution, any resolution or the amendment of a resolution
- 20.7.1. which would have the effect of amending or repealing any part of this constitution, or
- 20.7.2. which would have the effect of amending or repealing paragraph 30 of this constitution which paragraph precludes subdivision or rezoning of the erven or the erection of more than one dwelling per erf, or
- 20.7.3. which would have the effect of amending or repealing paragraph 31 and 32 dealing with the Architectural Manual, shall require a 75% (three quarters) majority of all Members entitled to vote before the resolution may be passed, which shall be known as a special resolution.

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

FINANCIAL

21. FINANCIAL YEAR END

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

22. ACCOUNTS

- 22.1. The Association in a general meeting or the Trustee Committee, may from time to time make reasonable conditions and regulations as to the time and manner of the inspection by the Members, of the accounts and books of the Association, or any of them, and subject to such conditions and regulations, the accounts and books of the Association shall be open to the inspection of Members at all reasonable times during normal business hours.

- 22.2. At each Annual General Meeting the Trustee Committee shall lay before the Association a proper income and expenditure account for the immediately preceding financial year of the association, or in the case of the first account, for the period since the incorporation of the Association, together with a proper balance sheet made up as at the last financial year end of the Association. Every such balance sheet shall be accompanied by proper and extensive reports of the Trustee Committee and the Auditors, and there shall be attached to the notice sent to Members convening each Annual General Meeting, copies of such accounts, balance sheet and reports (all of which shall be framed in accordance with the provisions of the Companies Act) and any other documents required by law to accompany same.

23. AUDIT

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

24. INDEMNITY

- 24.1. All Members of the Trustee Committee and the Auditors shall be indemnified out of the funds of the Association against any liabilities bona fide incurred by them in their respective said capacities and in the case of a Trustee Member, in his capacity as Chairman, Vice-Chairman, whether defending any proceedings, civil, criminal or otherwise, in which relief is granted to any such person/s by the Court.

- 24.2. Every Member of the Trustee Committee, every servant, agent and employee of the Association, and the Auditors shall be indemnified by the Association against (and it shall be the duty of the Trustee
- 24.3. Committee out of the funds of the Association to pay) all costs, losses and expenses (including travelling expenses) which such person or persons may incur or become liable for by reason of any contract entered into, or any act or deed done, by such person or persons in the discharge of any of his/their respective duties, including the case of a Trustee Member, his duties as Chairman or Vice-Chairman. Without prejudice to the generality of the above, the Association shall specifically indemnify every such person against all losses of whatsoever nature incurred arising out of any bona fide act, deed or letter done or written by him jointly or severally in connection with the discharge of his duties, provided that any such act, deed or letter has been done or written in good faith.
- 24.4. A Trustee Member shall not be liable for the acts, receipts, neglects or defaults of the Auditors or of any of the other Members of the Trustee Committee, whether in their capacities as Trustee Members or as Chairman or Vice-Chairman, or for any loss or expense sustained or incurred by the Association through the insufficiency or deficiency of title to any property acquired by the Trustee Committee for or on behalf of the Association, or for the insufficiency or deficiency of any security in or upon which any of the monies of the Association shall be invested, or for any loss or damage arising from the insolvency or tortious act of any person with whom any monies, securities or effects shall be deposited, or for any loss or damage occasioned by any error of judgment or oversight on his part, or for any other loss, damage or misfortune whatever which shall happen in the execution of any of the duties of his office/s or in relation thereto, unless the same shall happen through lack of bona fides or breach of duty or breach of trust.

25. PAYMENT OF LEVIES/BREACH

- 25.1. The Riverview Waterfront Estate (the Estate) , through the Homeowners Committee, shall be entitled to impose and collect monthly levies to, inter alia, defray the costs of managing, maintaining and administering the Estate as set out in 4.5 above.
- 25.2. The amount of this levy shall be determined at the Annual General Meeting and payable by all registered owners of property as set out below.
- 25.3. Levies shall be payable monthly in advance by the 1st day of each month notwithstanding that an account for payment has not been received by a member from the Estate.
- 25.4. Should a member not pay his levy on due date then he shall, in addition, be liable for and shall pay:
- 25.4.1. Interest on the amount due reckoned from the due date of payment as provided for above until date of payment, both dates inclusive, at the legal rate as prevailing at the time of said breach
- 25.4.2. All legal costs of whatsoever nature and collection commission chargeable; including any attorney and client costs.
- 25.4.3. An administration fee determined by the RWEHOA Committee from time to time.
- 25.4.4. Where a Company, Close Corporation or Trust is a member of the Home Owners' Association shall be entitled to require each or, at its discretion, some of the Directors, members or Trustees to sign personal suretyships guaranteeing the obligations of such Company, Close Corporation or Trust to pay the subscription or levy.

- 25.4.5. Where a person becomes a member of the Home Owners' Association during the course of a financial year then the amount of the levy payable by such a member shall be determined on a pro rata basis reckoned from the date upon which he became a registered property owner.
- 25.4.6. If a member does not pay the subscription or levy due by him on due date as provided for above, then such levy shall become delinquent and the Home Owners' Association may institute immediate legal proceedings against the member for the recovery hereof.
- 25.4.7. Any proceedings at law which the Home Owners' Association may desire to institute in respect of levies may, at the sole option of the Home Owners' Association, be instituted in (but not limited to) any Magistrate's Court with jurisdiction, to which jurisdiction each and every member of the Home Owners' Association hereby consents in terms of Section 45 of the Magistrate's Court Act, Act No 32 of 1944, as amended.
- 25.4.8. The Member hereby chooses the address of his property situated within the Estate to be the *domicilium citandi et excecutandi* address for legal purposes and will accept service of all legal documentation at that address.

26. WATER

- 26.1. Each erf shall have either a municipal water supply of water for household use or a supply provided by the Developer or an entity appointed by it and shall be obliged to pay such party for such water consumed. Where the Association is billed directly by the Municipality for such water then a submeter shall be installed by the Association at the cost of each relevant registered owner of an erf who shall pay to the Association from time to time for such water used, in the manner determined by the Association.

- 26.2. All water consumed in respect of the common area, specifically where the Developer allows irrigation water from its water sources on the property to be used for common area purposes, such water shall be metered and paid for by the Association.

27. RATES AND TAXES

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

PROPERTY

28. TRANSFER OF COMMON PROPERTY

It is recorded that as soon as reasonably possible, after the coming into operation of the Association, the Developer shall transfer the common property to the Association, and thereafter, as the development progresses, further common property shall be transferred on a piecemeal basis to the Association. The association shall be liable for all expenses relating to the Association's obligations with effect from the date of registration of the first general plan

29. DEALINGS WITH THE COMMON PROPERTY

- 29.1. Neither the whole nor any portion of the common property shall be:
- 29.1.1. sold, alienated, otherwise disposed of, subdivided or transferred; or
 - 29.1.2. subjected to a mortgage; or
 - 29.1.3. subjected to any rights, whether registered in the Deeds

registry or not, of use, occupation or servitude (save those enjoyed by the Members of the Association in terms hereof); or

29.1.4. built upon, improved or enhanced in value by the construction of buildings, erection of facilities or amenities, other than as contained in this constitution and in the approved layout plan, without the sanction of a special resolution of the Members of the Association.

29.2. The Developer shall be entitled, rent free, to the sole use of an office on the north eastern corner of the offices constructed above the gate house, until such time as the last plot in the development is sold by the Developer.

29.3. The Erf upon which the jetty and slipway is situated may never be sold.

30. SUBDIVISION / REZONING AND NOT MORE THAN ONE DWELLING

30.1. Other than the Developer, No Member shall be entitled to subdivide or rezone his erf. It is specifically recorded that the Developer intends zoning the erf upon which the clubhouse is to be constructed for purposes which permit the use thereof as inter alia, a wellness centre.

30.2. No more than one dwelling together with such outbuildings as are ordinarily required to be used in connection therewith, shall be erected on any Member's erf

- 30.3. "The owners of Erven 6163, 6174 and 6175 shall be entitled to subdivide these Erven of areas of not less than 750 m² and that all such additional Erven created by Subdivision shall automatically become members of this Association and be bound and entitled according to the constitution and all rules and regulations pertaining to the Association. Such subdivisions shall comply with all Municipal and Riverview Waterfront Estate regulations and the cost of these subdivisions including but not limited to the cost of all betterment levies, pro rata contribution to Civil Engineering services, provisions of bulk services, etc, shall be borne by the owners of the said Erven"

31. BUILDING STANDARD RULES

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

32. AESTHETICS APPROVAL

- 32.1. Only dwellings which comply with the DRC standards as set forth in the Architectural Manual, may be built on the estate
- 32.2. The Aesthetics approval procedure shall consist of the following:

32.2.1. The designation of a suitably qualified and experienced registered architect as review authority for all building plans.

32.2.2. All building plans shall be drafted by registered architects only.

33. FURTHER DEVELOPMENT

33.1. It is recorded that it is the intention of the developer to further develop the estate in phases over a period of several years. The nature and extent of the development shall be in the sole discretion of the developer. The association shall be obliged to grant the developer access at all times to any part of the estate including the common property for any purposes which it may reasonably require in furtherance of the future development.

33.2. No member shall be entitled to object to any development undertaken by the developer.

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

34. MAINTENANCE

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

- 34.1.1. All roads and pavements;
- 34.1.2. Common area gardens;
- 34.1.3. Common area jetty and slipway;
- 34.1.4. All fences including electrified fences;
- 34.1.5. The Gatehouse and Home Owners Association Offices
- 34.1.6. All lawns;
- 34.1.7. Clubhouse notwithstanding the ownership thereof;
- 34.1.8. Water reticulation systems;
- 34.1.9. Common area electricity installations;
- 34.1.10. Refuse collection points
- 34.1.11. Recreational facilities in proximity to Club House ie. Squash Court, Pool
- 34.1.12. Tennis Court, Bowling Green etc..

35. USE OF FACILITIES

- 35.1. All members in good standing shall be entitled to the use of the squash courts, swimming pool, banquet hall, 1 tennis court (if the tennis club is not using it for a match or if it is not under repair), but will be obliged to pay for any consumption charges or cleaning charges related to the use of the aforementioned facilities.

- 35.2. Members in good standing shall furthermore be entitled to utilise certain facilities of the clubhouse in accordance with rules made by Cyber Ads (Pty) LTD. and the Trustee committee from time to time. A deposit prior to the use of the Banquette Hall will be required.
- 35.3. No Homeowner will be allowed to use any of the above facilities without an appointment / booking being lodged with the Facilities Manager as appointed by Cyber Ads (Pty) LTD.

CONDUCT RULES

36. USE OF PROPERTY AND/OR COMMON PROPERTY.

- 36.1. Other than the Developer, no owner or occupier of an Erf may, without the prior consent of the Trustees:
- 36.1.1. use the Erf for any purpose other than residential purposes..
 - 36.1.2. allow any advertisement, name or lettering of any unsightly size, colour or character to be painted on or affixed to any wall, building or structure on the property and no advertisement, name or lettering of any kind shall be painted on or affixed to the roof of any building on the property.
 - 36.1.3. erect, store or leave or allow to be erected, kept, stored or left any article or thing on any part of the common property;
 - 36.1.4. remove any shrub, tree or plant on or in the common property;
 - 36.1.5. erect any washing lines nor hang any washing or other items on any part of the building or the common property so as to be visible from outside the building or from any other Erf nor be exposed to view on the premises in any unsightly manner whatsoever.
 - 36.1.6. that no noisy, injurious or objectional trade or business of any kind shall be carried on in any such dwelling house and such building shall, at all times, be kept in such a state as not to be a nuisance or annoyance to any owner and/or occupier and surrounding neighbours.
 - 36.1.7. build any fires for braaing purposes of any sort on the common property, unless in any designated braaing areas.

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

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

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

38. BEHAVIOUR OF OWNERS, OCCUPIERS, GUESTS

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

39. REFUSE DISPOSAL

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

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

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

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

40. VEHICLES

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

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

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

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

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

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

41. PARKING

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

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

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

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

43. LEVIES

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

44. INSURANCE

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

45. LETTING OF UNITS

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

46. ERADICATION OF PESTS

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

47. WALKWAYS

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

48. ACTIVITIES ON COMMUNAL AREAS

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

49. MOORING SLIPWAY

- 49.1. An owner/occupier his visitor/s and/or children shall not be allowed to attend and/or partake of the following on such aforementioned areas:
- 49.1.1. No glass bottles or containers are allowed.
 - 49.1.2. No braaing, except in designated areas.
 - 49.1.3. No loud music.
 - 49.1.4. Only authorised personnel are permitted access so designated by the Trustees
 - 49.1.5. Littering is not permitted, all refuse is to be removed.
 - 49.1.6. Only controlled games shall be permitted, with parents overseeing any children under the age of 12 [twelve] years old.
 - 49.1.7. No animals are allowed, without being accompanied by its owner.
 - 49.1.8. An owner and/or occupier shall be obliged to accompany any guest.
 - 49.1.9. The use of such area shall be reserved for owners and/or occupiers and their guests.
 - 49.1.10. The operating hours of such area are between 06H00 to 21H00.

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

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

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

GENERAL

50. RULES OF A GENERAL NATURE

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

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