

MEMORANDUM OF INCORPORATION

OF

**RIVERSPRAY LIFESTYLE ESTATE MASTER
PROPERTY OWNERS' ASSOCIATION NPC**

Registration Number of Company: 2008/014736/08

(hereinafter referred to as the "HOA")

(Also known as "The Riverspray Lifestyle Estate HOA")

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This Memorandum of Incorporation is the Memorandum of a Company, being a Non-Profit Company with members and elected Directors in terms of the Companies Act of 2008, with the following objects and purpose:

To manage and administer the Erven and common areas which are registered and/or situated within the Estate for the benefit and use of the Members of the HOA and in the interests of all the residents who occupy the Estate.

A. ADOPTION OF MEMORANDUM OF INCORPORATION

This Memorandum of Incorporation was adopted by the Members of the **RIVERSPRAY LIFESTYLE ESTATE MASTER PROPERTY OWNERS' ASSOCIATION NPC** on the **25TH JULY 2017**.

B. INTERPRETATION

In this Memorandum of Incorporation-

- a) A reference to a section by number refers to the corresponding section of the Companies Act, 2008;
- b) Words that are defined in the Companies Act, 2008 bear the same meaning in this MOI as in that Act;
- c) Words that are defined anywhere in this MOI shall bear the same meaning throughout this MOI and in any Rules of the HOA, unless the context clearly indicates a contrary intention;
- d) The following expressions shall, unless otherwise stated or inconsistent with the context in which they appear bear the following meanings:

“Act” means the Companies Act, 2008;

“Amenities”

means all common amenities in the Estate, including toilets, playground equipment, mashie golf course, swimming pool, tennis courts, boardwalks, pedestrian pathways, cycling- running- and- walking tracks, walkways, parks, water features, jetties, launching facilities, fences, walls, landscaping, lawns, gardens, landscaping of centre road islands and/or road reserves and other amenities within or situated on the Estate from time to time;

“any amount owing”

shall mean any amount owing to the HOA by any specific Member including levies, interest, penalties, fines, legal fees, claims for reimbursement of any nature and/or any other amount incurred or accruing to the HOA by such Member;

“Architect”

means a practicing Architect registered as such in terms of the Architectural Profession Act No 44 of 2000;

“Architectural Guidelines”

means the Riverspray Architectural Guidelines to control and regulate all aspects of the design in the Estate, including the buildings, improvements and landscaping within the Estate, as amended from time to time in terms of this MOI;

“Auditors”

mean the auditors of the HOA;

“Board”	means the Board of Directors of the HOA from time to time;
“Chairman”	means the Chairman of the Board of Directors for the time being who is elected by his fellow-Directors in terms hereof;
“Company”	means Riverspray Lifestyle Estate Master Property Owners’ Association NPC with registration number 2008/014736/08, registered in terms of the Company Laws of the Republic of South Africa;
“Controlling Architect”	means the Architect employed by the HOA and whom serves on the Design Review Committee;
“Council”	means the applicable local authority with jurisdiction over the Estate;
“CSOSA”	means the Community Schemes Ombud Service Act 9 of 2011;
“CSOSR”	means the Regulation to the CSOSA;
“Design Review Committee”	means a committee established by the Board to oversee, inspect and implement the Architectural Guidelines of the HOA;
“Development Period”	means the period during which the Investor is the registered owner of at least 15 Erven in the Estate;

- “Directors”** means the Directors for the time being elected by the Members of the HOA;
- “Director’s Committee”** means any committee established and/or assembled by the Board to perform any function for or on behalf of the Board;
- “Erf”** means and Erf as defined in the Deeds Registries Act No. 47 of 1937 and **“Erven”** shall mean more than one Erf;
- “Estate”** means ***THE RIVERSPRAY LIFESTYLE ESTATE*** situated on the properties known as:
- (a) Portion 206 of the farm Leeuwkuil 596, situated in the Province of Gauteng, in extent approximately 2,6085 hectares, which is consolidated with the property known as Portion 168 of the farm Leeuwkuil 596, situated in the Province of Gauteng, in extent 17,0588 hectares;
 - (b) Portion 207 (a portion of portion 168) of the farm Leeuwkuil 596, situated in the Province of Gauteng, in extent 9,2034 hectares;
 - (c) Portion 208 of the Farm Leeuwkuil 596, registration division IQ, situated in the Province of the Gauteng, in extent 7,5581 hectares;
 - (d) Portion 209 of the farm Leeuwkuil 596,

registration division IQ, situated in the Province of the Gauteng, in extent 7,6954 hectares;

(e) Remaining extent of Portion 210 of the farm Leeuwkuil 596, registration division IQ, situated in the Province of the Gauteng;

(f) any land which may be incorporated into the Estate; including or consisting of:

(g) 174 sectional title units governed by a body corporate within Riverspray Heights Sectional Title Schemes and known as Riverspray Village;

(i) 151 single residential erven (plot & plan) within Riverspray Village;

(ii) 269 single residential erven within Riverspray Estate; and

(iii) such other amenities as described herein;

“Estate Manager”

means the Manager or Estate Managing Company appointed by the Board to manage the day to day affairs of the Estate;

“HOA”

means the home owners association of the Company and **“Association”** shall bear a corresponding meaning;

“Homeowner”	means the registered owner of land, an Erf or a Unit in the Estate;
“Investor”	means Renico Construction Proprietary Limited, registration number 2002/032108/07 or its successors in title;
“in writing”	means written, printed or lithographed or partly one and partly another, and other modes of representing or producing words in visible form and shall include electronic forms of communication as set out in the Electronic Communications and Transactions Act 25 of 2002 (as amended);
“Managing Agent”	means any person or body appointed by the HOA as an independent contractor to undertake any of the functions of the HOA;
“Member”	means a person who holds membership in and specified rights in respect of the Company as contemplated in Section 10(4) of the Act and shall for purposes hereof also mean the Investor during the Development Period and a member of any body corporate incorporated within the boundaries of the Estate;
“MOI”	means the Memorandum of Incorporation of the Company and as set out in this document and its annexures (if any);
“Property”	means and Erf together with a dwelling for a single family as defined in town planning

scheme of the Emfuleni Municipality with or without outbuildings or a sectional title unit in the Estate;

“Rules”

means the rules and guidelines of the HOA which are incorporated herein and/or which are adopted by the Board from time to time and includes any such rules and guidelines as may be implemented, supplemented, varied or substituted from time to time by the Board, including, but not limited to the Community Participation Rules, the Conduct Rules, the Design Guidelines, List of Permitted Plants and the Architectural Guidelines,

“Special Resolution”

means where required in terms of the Act, a resolution passed at a general meeting of which:

- i) Not less than 15 (FIFTEEN) clear working days’ notice has been given specifying the intention to propose a resolution as a special resolution;
- ii) The terms and effect of the proposed resolution are specified in such notice;
- iii) The reasons for the resolution are specified in such notice;
- iv) There has been a show of hands that the resolution has been passed by not less than 75% (SEVENTY FIVE PERCENT) of

the Members present and entitled to vote there in person or by proxy;

“Township” means any proclaimed township within the Estate;

“Unit” means a Sectional Title Unit in any of the Riverspray Heights Sectional Titles Schemes situated within the Estate and known as Riverspray Village; and

“Vice-Chairman” means the vice-chairman of the Board of Directors as elected by the Directors in terms hereof.

- e) Unless the context otherwise requires, any words importing the singular shall also include the plural and *vice versa*, and words importing the masculine gender shall include the female gender, and words importing persons shall include created entities (corporate or not) and *vice versa*.
- f) Subject to the aforesaid, any words or expressions defined in the Act or in any statutory modification of the Act in force at the date on which this MOI becomes binding on the HOA shall, if not inconsistent with the subject or context, bear the same meaning in this MOI.
- g) Subject to the preceding clause, any words or expressions defined in the Companies Act, the Sectional Titles Act No 95 of 1986 or the Deeds Registries Act No 47 of 1937 shall, unless the context otherwise requires, bear the same meaning in the Articles.
- h) Save as otherwise expressly provided for herein, when any number of days is prescribed, same shall be reckoned inclusively of the first and exclusively of the last day.

- i) Reference to “day” shall be construed as any day, irrespective of whether or not it is a business day. Reference to “month” means a period starting on one day in a calendar month and ending on the day preceding the numerical corresponding day in the next calendar month, except that:
- if the day preceding such numerical corresponding day is not a business day, that period shall end on the next business day in that next calendar month if there is one, or if there is not, on the immediately preceding business day; and
 - if there is no numerically corresponding day in the next calendar month, that period shall end on the last business day in such next calendar month.
- j) Reference to a “calendar month” shall be construed as one or more of the twelve named periods into which a year is divided in terms of the Gregorian calendar. Reference to a “calendar year” shall be construed as a continuous period of twelve calendar months beginning on 1 January and ending on 31 December, irrespective of whether or not it is a business day.
- k) The *eiusdem generis* rule shall not apply and wherever the term “including” is used following specific examples, such examples shall be interpreted to be illustrative only.
- l) The clause headings have been inserted for convenience only and shall not be taken into account in its interpretation.
- m) This document shall be governed by and construed and interpreted in accordance with the laws of the Republic of South Africa.
- n) In the event of any clause in this document being unenforceable for any reason whatsoever, such clause shall be deemed to be separate and

severable and shall not affect the validity of any of the remaining clauses herein.

1 **ARTICLE 1 – INCORPORATION AND NATURE OF THE HOA**

1.1 **INCORPORATION**

1.1.1. The Company is incorporated as a Non-Profit Company as defined in the Companies Act, 2008.

1.1.2. The Company is incorporated in accordance with, and governed by-

1.1.2.1. the unalterable provisions of the Companies Act, 2008 that are applicable to Non-Profit companies;

1.1.2.2. the alterable provisions of the Companies Act, 2008 that are applicable to Non-Profit companies, subject to any limitation, extension, variation or substitution set out in this MOI; and

1.1.2.3. the provisions of this MOI together with any annexures, appendices and codicils hereto.

1.2 **OBJECTS AND POWERS OF THE HOA AND USE OF PROPERTY AND INCOME**

1.2.1 The Objects of the HOA are:

1.2.1.1 to manage and administer the Erven and common areas, including the Amenities, within the Estate for the benefit and use of the Members of the HOA and in the interests of all the residents who occupy Erven or Units in the Estate;

1.2.1.2 to ensure that Erven are developed according to specific

and uniform aesthetic standards as prescribed by the Board from time to time, including as is stipulated in the Architectural Guidelines and by the Design Review Committee and that those standards are maintained thereafter;

- 1.2.1.3 to maintain the entrance of the Estate (including the guardhouse and access and security control equipment), the perimeter fence around the Estate and the any common areas in the Estate, including the Amenities;
- 1.2.1.4 to institute, implement, maintain, manage and/or control and pay for measures to ensure security in and about the Estate which may include the employment of a security manager and private security services;
- 1.2.1.5 to protect the use and enjoyment by Members of their Property in conjunction with the Rules and the applicable laws and by-laws;
- 1.2.1.6 to obtain and maintain adequate insurance for the replacement value of property of the HOA and the common areas, including the Amenities;
- 1.2.1.7 to take action including the imposition of fines, or the institution of legal proceedings in any court of law or alternative forum having jurisdiction, as may be deemed fit by the Directors, in relation to the non-compliance by any Member of any of the requirements of this MOI or any other rule applicable to the HOA;
- 1.2.1.8 to ensure that all local authority service departments, Rand Water and emergency services of the local authority have 24-hour access to the Estate and use of the

servitude areas for the purposes of maintaining the local authority installations and to provide services to the residents in the Estate which shall include roads, water, electricity, fire department services and the South African Police Service;

1.2.1.9 to take responsibility for the maintenance and any other essential services not specifically taken over by the local authority as voted on or directed by the Members of the Estate;

1.2.1.10 to employ staff for the Estate;

and its powers shall extend to achieving this object directly and indirectly by taking all reasonable and lawful steps to accomplish this object and purpose.

1.2.2 All the property and income of the HOA, whether obtained by donations or profit by means of income generating activities and levies, must be used to further its objectives as stated above and/or as voted on or directed by the Members of the Estate. No part of the HOA's income may be paid to an incorporator, Member, or Director unless:

1.2.2.1 The payment is reasonable remuneration for goods delivered and/or services rendered other than acting as a director;

1.2.2.2 The payment constitutes reasonable reimbursements for expenses incurred in the course of a Director's duties in furthering the object and purpose of the HOA and/or the Estate;

1.2.2.3 The payment is an amount due and payable under a

bona fide agreement between the HOA and a Member, or the HOA and a Director;

1.2.2.4 The payment is a fulfillment of any right arising from the advancement of the objective(s) of the HOA; or

1.2.2.5 The HOA is obliged by law to do so.

1.2.3 The powers of the Company are that the Company is subject to a provision or provisions contemplated in section 15(2)(b) of the Act, being provisions in the Memorandum of Incorporation which contain restrictive conditions applicable to the company, or any additional requirements for the amendment of any condition in the Memorandum of Incorporation over and above those set out in section 16 of the Act nor in terms of section 15(2)(c) of the Act which prohibit the amendment of any particular provision of the Memorandum of Incorporation. In this regard, reference is to be had to clause 2.26.3 of Article 2.26. Accordingly, the Company is "ring-fenced".

1.2.4 Upon dissolution of the HOA its net assets must be distributed in the manner determined in accordance with Item 1(4) (b) of Schedule 1 of the Act.

1.3 ALTERATION OR AMENDMENT OF MEMORANDUM OF INCORPORATION

This MOI of the Company may be altered or amended –

1.3.1. in compliance with a court order in terms of the provisions of the Act; or

1.3.2. at any other time if a Special Resolution to amend it is proposed by:

1.3.2.1. the Directors of the Company; or

1.3.2.2. Members entitled to exercise at least 10% of the voting rights that may be exercised on such a resolution; and in addition,

1.3.2.3. is adopted at a special general meeting of Members.

1.3.3. subject to the provisions of Clause 26 where the rights of the Investor are ring-fenced.

ARTICLE 2 - MEMBERS AND DIRECTORS OF THE HOA

2.1. MEMBERSHIP

2.1.1. Save and except for Homeowners who exercise ownership as a member of any bodies corporate within the boundaries of the Estate (which body corporate shall be regarded as one member of the HOA and shall be represented by one vote), membership of the HOA shall be limited to the Investor and any person who in terms of the Deeds Registries Act is reflected in the records of the Deeds Office concerned as the registered owner of Erf in the Estate, including the Investor. The registration of land or an Erf in the name of a person who is to become a Member of the HOA, will function as an application for Membership and the passing of transfer by the Homeowner will function as a resignation. The entering or removal of a person's name in the Members' register constitutes the HOA's acceptance of the application for membership or the resignation of a person as a Member respectively.

- 2.1.2. Where any Erf is owned by more than one person, all the registered owners of that Erf shall together be deemed to be one Member of the HOA and have the rights and obligations of one Member of the HOA; provided however that all co-owners of any Erf shall be jointly and severally liable for the due performance of any obligation to the HOA.
- 2.1.3. Any person reflected in the records of the Deeds Office concerned as the registered owner of any land or Erf in the Estate, as the case may be, shall be deemed to be the Homeowner of such land or Erf or Unit.
- 2.1.4. The *domicilium citandi et executandi* (“*domicilium*”) of each Homeowner shall be the address of the Erf or Unit registered in his name provided that such Homeowner shall be entitled from time to time to change the said *domicilium* provided that any new *domicilium* selected shall be situate in the Republic of South Africa and shall not be a post office box or *poste restante*, and that the change shall only be effective on receipt of written notice thereof by the HOA at the HOA’s *domicilium*, which shall be the address of its duly appointed Managing Agent unless otherwise advised.

2.2. **RIGHTS AND OBLIGATIONS OF MEMBERS**

- 2.2.1. No Member shall be permitted to let or otherwise part with occupation or possession of his Erf or Unit, whether temporarily or otherwise, unless he has agreed in writing with the proposed occupier or possessor of such Erf or Unit, as a *stipulatio alteri* (stipulation for the benefit of a third party) in favour of the HOA, that such occupier or possessor shall be bound by all the terms and conditions of this MOI and such written agreement is lodged with the HOA prior to the proposed occupier taking occupation or possession of the Erf or Unit in question.

2.2.2. A registered owner of an Erf shall not be entitled to at any time resign as a Member of the HOA nor to renounce and right or obligations associated with Membership of the HOA.

2.2.3. The rights and obligations of a Member shall not be transferable and every Member shall:

- a) further, to the best of his ability, the objects and interests of the HOA;
- b) pay all levies and any amount owing to the HOA when due by the Member to the HOA on due date without deduction or set-off notwithstanding any dispute between that Member and the HOA;
- c) sign all documents and do all things necessary to enable whatever servitudes may be required for services to be registered whether over or in favour of the access Erf or any other Erf in the Estate and including the provision of security facilities;
- d) be bound by the rules, annexures, directions of decisions made at a general meeting of the HOA and any other document/s used in the regulation of the Estate; and

2.2.4. Subject to the rights of membership prescribed by the Act and by this MOI, membership shall confer upon each individual Member the following rights:

- a. The right to nominate and vote for the election of the Directors of the HOA;
- b. On written application, the right to receive copies of the annual financial statements of the HOA; and

c. The right to receive notice of, attend, speak and vote at meetings of the HOA.

2.2.5. No Member ceasing to be a Member of the HOA for any reason shall, nor shall any such Member's executor, curator, trustee, director, liquidator or other legal representative have any claim upon or interest in the funds or other property of the Company, but this clause shall be without prejudice to the rights of the Company to claim from such Member or the estate of such Member any arrears of levies or any amount owing by such Member to the Company at the time of such Member so ceasing to be a Member.

2.2.6. Upon the death, incapacity, insolvency or liquidation of any Member (as the case may be) and as from the date of death or a certificate by a recognised medical practitioner certifying the incapacity of such Member or the grant of a provisional or final order of sequestration or liquidation, then such Member shall be represented by his executor, curator, trustee, liquidator or director as the case may be.

2.2.7. Nothing contained in this MOI shall prevent a Member from ceding his rights in terms of this MOI as security to the mortgagee of the Member's Property.

2.3 OBLIGATION OF MEMBERS TO PAY LEVIES

The Directors shall from time to time raise and/or impose levies upon the Members, save for the Investor during the Development Period and subject to the provisions of clause 2.25.1. of the MOI, for the purpose of meeting all the expenses which the HOA has incurred or which the Directors reasonably anticipate the HOA to incur in the attainment of its objects or the pursuit of its object and the complying with its obligations.

- 2.3.1 The Directors shall, in addition to Clause 2.3 and not more than 90 (ninety) days after the end of each financial year, or so soon thereafter as is reasonably possible, prepare and serve upon every Member, at the address chosen by him, a financial estimate or annual budget in reasonable detail of the amount which shall be required by the HOA to meet the expenses during the following financial year, and shall specify separately such estimated deficiency, if any, as shall result from the preceding year. The Directors may include in such estimate an amount to be held in reserve to meet anticipated expenditure not of an annual nature.
- 2.3.2 Each notice to each Member shall specify the contribution payable by that Member to such expenses and reserve fund as well as the contributions due and payable in terms of CSOSA and CSOSR.
- 2.3.3 Whilst the annual levy is due and payable immediately and in full once notice is given by the Directors, as indicated in 2.3.1 and 2.3.2, of the financial estimate or annual budget, the Members shall be granted an indulgence by the Directors, which shall permit them to pay the annual levy in equal monthly instalments, in advance on the first day of each and every month of the financial year. Any Member who is the registered owner of more than one Erf shall be liable to make payment of such share in respect of each Erf owned by him.
- 2.3.4 In the event of the Directors for any reason whatsoever failing to prepare and timeously serve the estimate referred to above every Member shall until service with such financial estimate or annual budget, continue to pay the levy previously imposed and shall after such service pay such levy as specified in the notice as specified in 2.3.1.

- 2.3.5 The Directors may from time to time impose special levies upon the Members in respect of expenses as are mentioned in article 2.3.3, which are not included in any estimate made in terms hereof and may, in imposing such levies, further determine the terms of payment thereof.
- 2.3.6 Any special levy imposed shall be payable on the passing of a resolution to that effect by the Directors and shall be payable by the owner of the Erf at the time that the resolution is passed, or as determined by a resolution of the Directors.
- 2.3.7 The Directors shall be empowered, in addition to such other rights as the HOA may have in law against its Members, to determine the rate of interest from time to time chargeable upon arrear levies and/or any amount owing, provided that such rate of interest shall not exceed the prime bank lending rate plus twelve percent (12%) per annum or, if the aforesaid rate exceeds any amount allowed at law, the maximum permissible rate provided that the rate may be amended by an ordinary resolution of the Members at an annual general meeting of the HOA.
- 2.3.8 Any amount due by a Member by way of levy, interest or any amount owing whatsoever shall be a debt due by him to the Company and/or the HOA. The obligation of a Member to pay a levy and interest shall cease upon his ceasing to be a Member without prejudice to the HOA's right to recover arrear levies, interest and any amount owing. No levies or interest paid by a Member shall under any circumstances be repayable by the HOA upon his ceasing to be a Member. A Member, on ceasing to be a Member, shall have no claims whatsoever for any other monies held by the HOA whether obtained by way of sale of HOA assets or otherwise.

- 2.3.9 Any Member who has consolidated or notorially tied two or more portions of land as shown on the general plan, shall be liable to contribute a monthly levy on each of the original Erven as if the Erven were separate as before the consolidation or notarial tie.
- 2.3.10 Should the HOA institute legal action against any Member, pursuant to the debtors policy of the HOA for and/or in relation to arrear levies or any amount owing by such Member, the costs thereof, including collection commission, will be recoverable against such Member on an attorney and own client scale and will be debited to such owner's levy account and be payable within the same time periods as would a normal levy, provided that the HOA shall be entitled, in its sole discretion, to enforce any judgement or order against the Member in terms of the rules of the relevant Court.
- 2.3.11 No Member shall be entitled to any of the privileges of membership unless and until he shall have paid every levy amount, interest, fines, penalties or any amount owing, if any, which may be due and payable by that Member to the HOA, from whatsoever cause arising.

2.4 **RESTRICTION ON TRANSFER OF LAND**

2.4.1. No Member shall transfer land or an Erf (or a portion thereof) or a Unit in the Estate, whether by public sale, private sale, mandated sale or forced sale:

2.4.1.1 Unless the HOA, has certified in writing that the Member has fulfilled all his financial and any other obligations in terms of this MOI in respect of the period up to and including date of registration of transfer of the land, Erf or Unit, as the case may be, into the name of the purchaser, and that the dwelling conforms

to the rules of the Estate in respect of that dwelling and all improvements to that Erf.

- 2.4.1.2 All prospective purchasers are to be personally accompanied by estate agents and may only view properties on a “by appointment” basis. Estate agents will not be permitted to advertise the sale of an Erf or Property by distribution of leaflets or by erecting “for Sale” boards.
- 2.4.1.3 All sale agreements must make reference of the fact that purchasers shall become Members of the HOA and shall become bound by this MOI as well as any other Rules (as amended) applicable to the HOA.
- 2.4.1.4 Neither an Erf or any sub-division thereof or any interest therein or any Unit shall be transferred to any person who has objected to or refuses to bind himself, to the satisfaction of the HOA, to become a Member of the HOA.
- 2.4.1.5 Where a Member sells his Property and such Member also enjoys the right of use of a boat house in the Estate, such right of use of the boat house shall be simultaneously transferred to the purchaser with the Property. If the purchaser does not wish to purchase the right of use of the boat house, the selling Member shall have 30 (THIRTY) days within which to find an alternate Member to purchase his right of use of the boat house, failing which the boat house will be put under the control of the HOA for the purpose of finding a purchaser for the right of use at a market related price, in which event, the HOA will be entitled to retain 25% (TWENTY FIVE PERCENT) of the sale price plus

Value Added Tax, if applicable as a commission on the sale of the right. The selling Member, by virtue of being a Member of the HOA, and notwithstanding such membership ceasing thereafter, irrevocably appoints the HOA as his agent and with full power and authority to conclude the sale as aforesaid after the lapse of the 30 (THIRTY) day period aforementioned.

2.5. DESIGN REVIEW COMMITTEE, CONSTRUCTION OF BUILDINGS, BUILDING DEPOSIT AND PENALTIES

2.5.1. The Directors shall establish a Design Review Committee comprising of the Controlling Architect appointed by the HOA, and any such other persons and professionals with the necessary skills as the Directors may deem appropriate.

2.5.2. The Design Review Committee shall, in terms of the Architectural Guidelines, determine and implement, *inter alia* -

2.5.2.1. The approved Architectural Guidelines, which shall apply, *inter alia*, to the design of buildings and signage to be erected on any Property, the specifications, materials and finishes to be used in such erection as well as all matters incidental thereto;

2.5.2.2. a list of plants which are the only plants permitted to be used in the landscaping of any Property and common areas, and which Architectural Guidelines and List of Permitted Plants may be amended by the Design Review Committee from time to time.

2.5.3. The Architectural Guidelines and list of Permitted Plants are intended to enhance the overall quality and aesthetics of the Estate and the buildings erected thereon.

2.5.4. Save as may be otherwise agreed in writing by the Directors, the Member shall ensure that-

2.5.4.1. all buildings and signage constructed / erected in the Estate, and all alterations to such buildings and signage, shall comply with the Architectural Guidelines, as determined from time to time by the Design Review Committee;

2.5.4.2. in developing the Property and constructing buildings thereon he complies with any statement of intent relating, *inter alia*, to the manner in which the Property shall be developed and the town planning controls which apply to the particular Property, a copy of which statement and controls may be obtained by the Member from the Design Review Committee;

2.5.4.3. he utilises in the construction of the buildings on a Property no more bulk to which such Property is then entitled in terms of the applicable Town Planning Scheme.

2.5.5. Prior to the commencement of any building or alteration operations on any Property and prior to a Member submitting any building plan to the relevant local authority, a Member shall-

2.5.5.1. submit the design documents to the Design Review Committee for approval;

2.5.5.2. when submitting the design documents to the Design Review Committee for approval, pay to the Company the required deposit amount as may be determined from time to time by the Directors of the Company;

2.5.5.3. advise the HOA who the building contractor will be and ensure that the said contractor signs the builders' rules and regulations and pays the building deposit;

and

2.5.5.4. otherwise comply with the Contractor's Code of Conduct.

2.5.6. The building deposit shall be retained by the HOA until completion of the buildings to the reasonable satisfaction of the Controlling Architect.

2.5.7. On completion of all building activities on the Property, the Company shall, if the Controlling Architect is satisfied that –

2.5.7.1. no damage has been caused to any of the common areas by the Member or any of his contractors;

2.5.7.2. the buildings have been constructed / erected in accordance with the design documents approved by the Controlling Architect, release the building deposit to the Member. The determination of whether or not any damage has been caused by the Member or any of his contractors shall be made by the Controlling Architect and the Member shall be bound by such determination.

2.5.8. The HOA shall have the right, without any prejudice to any other rights it may have, to remove from any Property, at the Member's cost, anything which has been erected in contravention of the provisions of this MOI or any Rules.

2.5.9. Should any common area have been damaged due to the building activities on a Property, then -

2.5.9.1. the HOA shall continue to hold the building deposit and the relevant Member shall, within 15 days of having been requested to do so in writing by the Controlling Architect, do all

such things as may be necessary to repair such damage to the reasonable satisfaction of the Controlling Architect and/or the Design Review Committee and/or the Directors;

2.5.9.2. should the repairs effected by the relevant Member not be to the reasonable satisfaction on the Controlling Architect and/or the Design Review Committee and/or the Directors, then the Controlling Architect shall be entitled to appoint an independent contractor/s to repair the damage and the building deposit shall then be utilized to defray the cost of effecting such repairs as charged by the independent contractor/s;

2.5.9.3. should the damage caused by the Member be such that the building deposit is insufficient to cover the costs of the repairs then the Directors of the Company shall be entitled to claim the excess costs of the repairs on behalf of the Company from the Member and the Member shall pay such excess within 15 days of having been requested to do so in writing by the Directors of the Company.

2.5.10. After the Design Review Committee has approved the design documents relating to any buildings and signage to be constructed / erected on any Property, the relevant Member shall –

2.5.10.1. as soon as possible, obtain first from the Company and then from the relevant local authority the required consents and approvals relating to the design documents and all other documents and plans as may be required to be submitted to such local authority in terms of any applicable legislation, registration ordinances or any other law;

- 2.5.10.2. not commence any building operations on any Property prior to the approvals envisaged in article 2.5.10.1 having first been given by the Company and the relevant local authority;
- 2.5.10.3. ensure that the buildings constructed / erected on any Property are in accordance with the design documents approved by the Design Review Committee and the relevant local authority;
- 2.5.10.4. subject to article 2.5.10.5, ensure that the construction of buildings is commenced within 60 months from 1 October 2016. The Controlling Architect shall determine, in its sole discretion, whether or not the construction of buildings has commenced;
- 2.5.10.5. practically complete the construction of the buildings within 12 months from the date of commencement of construction of the buildings. Should the completion of the buildings be delayed by *vis major*, or by reason of civil commotion, political riots, strike or lock out and periods in respect of legitimate reasons in terms of the current standard Joint Building Contracting Committee contract (all as certified by the Controlling Architect) then the 12 month period, or the extended period granted by the HOA in terms of article 2.5.11, as the case may be, shall be extended by a period equal to that by which any of the said restrictive events persisted, as certified by the Controlling Architect;
- 2.5.10.6. on practical completion of buildings on a Property, deliver to the Controlling Architect -
- 2.5.10.6.1. a practical completion certificate; and

2.5.10.6.2. a certificate issued by an Architect in which the actual bulk of the practically complete building is stated.

2.5.11. A Member may in writing request the Directors to extend either or both of the periods referred to in Articles 2.5.10.4 and/or 2.5.10.5. In granting such extension the Directors –

2.5.11.1. may take cognisance of the size, scale and nature of the building to be erected on the Property;

2.5.11.2. must take cognisance of all internal and external matters which affect the Estate and the ability to commence the said building to approve or decline that request;

2.5.11.3. may impose, in respect of each request for an extension allowed by the Directors, a charge equal to the levy payable on the particular Property until such time as the owner complies with clause 2.5.10.4, which charge shall be payable for each month (or part thereof) allowed as an extension by the Directors;

2.5.11.4. The period referred to in 2.5.10.4 may be extended by the majority of votes of levy paying Members at an Annual General Meeting or at a Special General Meeting provided an extension cannot be granted for a period of more than 2 years and provided further that only two such extensions may be granted;

2.5.11.5. If a Property is sold to a new purchaser and the period referred to in, 2. 5.10.4 has expired, a new period of 24 (TWENTY FOUR) months will be afforded to the new Member to commence construction of buildings, which period shall commence on the date of registration of transfer of the property into the name of the new Member.

2.5.12. The Homeowner building first will construct all neighbouring / boundary walls required by the Design Review Committee.

2.5.13. Should a Property be sold prior to the expiration of the period in 2.5.10.4, the period mentioned in the said clause shall automatically be extended by a period of 24 (TWENTY FOUR) months.

2.5.14. If a Member:

2.5.14.1. fails to commence constructions within the period stipulated in clause 2.5.10.4 or within an extended period as may apply, or

2.5.14.2. fails to complete construction within the period stipulated in clause 2.5.10.5 or such extended period as may apply;

the Member shall be liable for penalties for the entire period during which the failure by the Member persists of 100% of the ruling monthly levy imposed by the HOA per month. For the avoidance of doubt, the penalty shall be a similar amount as the ruling levy and shall payable monthly in addition to the ruling levy.

2.6. **ACCREDITATION OF ESTATE AGENTS**

2.6.1 All estate agents wishing to market property for sale or lease/ to let within the Estate shall be accredited by the HOA. The process of accreditation shall include the signing by the agent of an agreement with the HOA which agreement shall set out the procedures relating to lease, letting or selling of property in the Estate and in which agreement the estate agent will undertake to adhere to all rules and regulations implemented by the HOA relating to the letting or selling of property within the HOA.

- 2.6.2 A list of all accredited estate agents will be made available by the HOA upon request by any Member and shall be displayed on the official website of the Estate.

2.7 **DIRECTORS**

- 2.7.1 During the Development Period, the Board of Directors of the HOA shall consist of no more than 6 (SIX) Directors unless it is agreed at the AGM to appoint more directors to deal with special projects. The investor will hold a single seat on the Board of Directors until they hold less than 20 properties.

The Chairman of the Riverspray Body Corporate or his nominee will automatically hold a seat on the Board of Directors as long as the Body Corporate forms part of Riverspray Estate and the remaining persons shall be voted in by the Members at an annual general meeting of the HOA.

- 2.7.2 After the Development Period, there shall be a Board of Directors of the HOA, which shall consist of not less than 4 (FOUR) and not more than of 7 (SEVEN) persons as voted in by the Members at an annual general meeting of the HOA.

- 2.7.3 A Director shall be an individual and will not be required to be a Member of the HOA. A Director, by accepting his appointment to office as such, shall be deemed to have agreed to be bound by all the provisions of this MOI and the Act.

2.8 **REMOVAL AND ROTATION OF DIRECTORS**

- 2.8.1 Each Director shall continue to hold office from the date of his appointment until the next annual general meeting following his appointment, at which meeting each Director shall be deemed to have retired from office. Those Directors retiring from office as

provided herein may indicate their willingness for re-election at the meeting, subject at all times to the provisions of the Act.

2.8.2 A Director shall be deemed to have vacated his office upon his having become disqualified to act as a Director in terms of the provisions of the Act and/or at the date upon which he has failed and/or neglected to make payment of each and every sum due by him to the HOA by way of levy and interest or any other amount, if any, and has failed to rectify such non-payment within 14 days upon written demand by the remaining Directors;

2.8.3 Each Director is required to sign the Riverspray Home Owners Directors Code of Conduct.

2.8.4 In terms of section 69 of the Act a person is disqualified to be a director of a company if—

a) a court has prohibited that person to be a director, or declared the person to be delinquent in terms of section 162, or in terms of section 47 of the Close Corporations Act, 1984 (Act No. 69 of 1984); or

b) subject to subsections (9) to (12), the person—

i. is an unrehabilitated insolvent;

ii. is prohibited in terms of any public regulation to be a director of the company;

iii. has been removed from an office of trust, on the grounds of misconduct involving dishonesty; or

iv. has been convicted, in the Republic or elsewhere, and imprisoned without the option of a fine, or fined more

than the prescribed amount, for theft, fraud, forgery, perjury or an offence—

- aa) involving fraud, misrepresentation or dishonesty;
- bb) in connection with the promotion, formation or management of a company, or in connection with any act contemplated in subsection (2) or (5); or
- cc) under this Act, the Insolvency Act, 1936 (Act No. 24 of 1936), the Close Corporations Act, 1984, the Competition Act, the Financial Intelligence Centre Act, 2001 (Act No. 38 of 2001), the Securities Services Act, 2004 (Act No. 36 of 2004), or Chapter 2 of the Prevention and Combating of Corruption Activities Act, 2004 (Act No. 12 of 2004).

2.8.5 Upon any vacancy in number of voted in Directors occurring in the Board of Directors prior to the next annual general meeting, the vacancy in question shall be filled by the Investor during the Development Period in the event that the vacancy occurred by virtue of its nominated Directors having vacated his office or, in any other event, by a person nominated and voted in by a majority of the remaining Directors at a properly called meeting of the Board of Directors.

2.8.6 Save for the Investor's right to nominate and appoint a Director during the Development Period as stipulated in 2.6.1, Directors shall be appointed in terms of the following process:

2.8.6.1 Nominations shall be submitted to the existing Directors, in writing, by no later than the

commencement of the general meeting at which such nomination is to be considered;

2.8.6.2 Written notification shall be signed by the person so nominated to indicate acceptance of the nomination, prior to the submission thereof to the Directors;

2.8.6.3 The Chairman may request and receive nominations from the floor of the general meeting at which nominations are to be considered and any such person nominated shall be present at such meeting and shall accept such nomination, failing which such nomination shall be void *ab initio*.

2.8.6.4 The Chairman of the meeting shall call for the votes of such Directors, on the terms and conditions of voting rights as set out in this MOI, after allowing each candidate for the election to address the meeting for a period of not exceeding 3 minutes per nominee.

2.9 **CHAIRMAN AND VICE CHAIRMAN**

2.9.1 The Directors shall within 14 (Fourteen) days after each annual general meeting appoint from their number a Chairman and Vice Chairman, who shall hold office until the next annual general meeting after the said appointments, provided that the office of the chairman and vice chairman shall be *ipso facto* vacated by a Director holding office as such upon him ceasing to be a Director for any reason. Should either the Chairman or the Vice Chairman cease to be a Director then their respective office will be vacated simultaneously with them no longer being a Director.

2.9.2 No one Director shall be appointed to more than one of the aforesaid offices. In the event of any vacancy occurring in either

of the aforesaid offices at any time the Board of Directors shall immediately appoint one of their number as a replacement in such office.

2.9.3 Except as otherwise herein provided, the Chairman shall preside at all meetings of the Board of Directors and all General Meetings of Members and, in the event of his not being present within 10 (ten) minutes of the scheduled time for the start of the meeting or in the event of his inability or unwillingness to act, the Vice-Chairman shall act in his stead, or failing the Vice-Chairman, a chairman appointed by the meeting.

2.10 **DIRECTORS' EXPENSES**

Directors shall be entitled to be repaid all reasonable and *bona fide* expenses incurred by them in the performance of their duties as Directors. Save as aforesaid, Directors shall not be entitled to any remuneration for the performance of their duties in terms hereof.

2.11 **POWERS OF DIRECTORS**

2.11.1 Subject to the provisions hereof the Directors shall manage and control the business and affairs of the Estate, and shall have full powers in the management and direction of such business and affairs including the right of appointment and dismissal of the Managing Agent, management staff and general staff and to exercise all such powers of the HOA and do all such acts on behalf of the HOA as may be exercised and done by the HOA and as are prescribed by the Act or by this MOI required to be exercised or done by the HOA in General Meetings.

2.11.2 Save as specifically provided herein, the Directors shall at all times have the right to engage on behalf of the Association the services of accountants, auditors, attorneys, advocates,

architects, engineers, a managing agent or any other professional firm or person or other employees whatsoever for any reasons deemed necessary by the Directors and on such terms as the Director shall decide.

2.11.3 The Directors shall further have power to:

2.11.3.1 require the submission of building plans for approval of such plans, drawings, specification and other information as they may deem necessary to ensure compliance by Members of this MOI;

2.11.3.2 require that any works being constructed within the Estate shall be supervised to ensure that the provisions of this MOI and of the Rules are complied with and that all work is performed in a proper manner;

2.11.3.3 determine the access to the Estate and to the Erven within the Estate;

2.11.3.4 determine the security facilities to be installed and the operation thereof for the protection of the HOA and the Erven within the Estate;

2.11.3.5 issue and enforce architectural, environmental, and general conduct rules in respect of the Estate.

2.11.4 The Directors shall be entitled to appoint committees consisting of Members and non-members, and a Managing Agent, as they may deem fit and to delegate to such committees and/or the Managing Agent all necessary functions, powers and duties as they may deem fit.

2.12 The Directors may vary or revoke such appointments and delegations as the Directors may from time to time deem necessary.

2.13 **PROCEEDINGS OF DIRECTORS**

2.13.1 The Directors may meet to attend to their business, adjourn and otherwise regulate their meetings as they deem fit, subject to the provisions of this MOI and the Act.

2.13.2 The quorum for the holding of any meeting of the Directors shall be fifty percent (50%) of the Directors. Any resolution passed by the Board of Directors shall be carried on a simple majority of all votes cast. Should there be an equality of votes for and against any resolution; the resolution shall be deemed to have been defeated.

2.13.3 The Directors shall cause the minutes of each meeting to be kept in accordance with Sections 24 and 73 of the Act, which minutes shall be reduced to writing and signed as correct by the Chairman at the next meeting of Directors. All minutes of Directors meetings shall be certified and be placed in a Directors' minute book which shall be kept in accordance with the provisions of the law relating to keeping minutes of meetings of Directors of companies. The Directors' minute book shall be open for inspection at all reasonable times by any Director, the Auditors, the Members and the Managing Agent.

2.13.4 All votes taken at a Directors meeting must be recorded, if there exists a majority, on number of votes cast for and against any proposed resolution.

- 2.13.5 Subject to the provisions of this MOI, the proceedings of any Directors meeting shall be conducted in such reasonable manner and form as the Chairman of the meeting shall direct.
- 2.13.6 A resolution signed by all the Directors shall be valid in all respects as if it had been duly passed at a meeting of the Board of Directors.
- 2.13.7 Minutes of Directors meeting must be prepared, signed and placed in the Estate's minute book with ten (10) days from date of such meeting.

2.14 **GENERAL MEETINGS**

- 2.14.1 The Company shall hold an annual general meeting not later than 6 (six) months after the end of each financial year of the Company.
- 2.14.2 The Directors may, whenever they deem fit, convene a general meeting and shall convene a general meeting if a general meeting is requisitioned in terms of the Act. If at any time there are, within the Republic, insufficient Directors capable of acting to form a quorum, any Director or Member of the Company may convene a general meeting in the same manner, as near as possible, as that in which meetings may be convened by the Directors.
- 2.14.3 Subject to the provisions of the Act, general meetings shall be held at such time and place as the Directors shall determine.
- 2.14.4 The HOA is not required to hold any Members meetings other than those specifically required by this MOI and the Act.

2.15 **NOTICE OF GENERAL MEETING**

2.15.1 Subject to the provisions of the Act an annual general meeting, any other general meeting and a meeting called for the passing of a special resolution shall be called on not less than fifteen (15) business days' notice in writing., such number to be calculated excluding both the first and last day. Any notice or any process may be served on any Member of any body corporate within the Estate at the address owned by him unless the Member shall have notified the HOA in writing of another address for service of notices and processes, or electronically in terms of the Electronic Communications Act. In addition the HOA shall serve one copy of the notice of any general meeting on the representative of the body corporate as elected by the body corporate at the address specified by such Member in writing to the HOA.

2.15.2 The notice of a meeting of the Company shall specify –

2.15.2.1 the place;

2.15.2.2 the date and time of the meeting, and the record date for the meeting; and

2.15.2.3 the general purpose of the meeting, and any specific purpose contemplated in section 61(3)(a), if applicable; and

- 2.15.2.4 a copy of any proposed resolution of which the company has received notice, and which is to be considered at the meeting, and a notice of the percentage of voting rights that will be required for that resolution to be adopted;
- 2.15.2.5 shall set out an agenda of such meeting and attach all such required documents in terms of such agenda which may be necessary or incumbent to produce;
- 2.15.2.6 in the case of an annual general meeting of a company-
- a. the financial statements to be presented or a summarised form thereof; and directions for obtaining a copy of the complete annual financial statements for the preceding financial year; and a reasonably prominent statement that-
 - b. a shareholder entitled to attend and vote at the meeting is entitled to appoint a proxy to attend, participate in and vote at the meeting in the place of the shareholder, or two or more proxies if the Memorandum of Incorporation of the company so permits;
 - c. a proxy need not also be a shareholder of the company; and
 - d. section 63(1) requires that meeting participants provide satisfactory identification.

and shall be given in the manner hereinafter provided or in such other manner as may be prescribed by the Company in general meeting and to such persons as are, under this MOI entitled to receive such notices from the HOA.

2.15.3 Notwithstanding the provisions of this MOI, but subject always to the Act:

2.15.3.1 a general meeting shall, notwithstanding that it is called by shorter notice than that specified in this MOI, be deemed to have been duly called if it is so agreed by all the Members present;

2.15.3.2 a general meeting shall be entitled to deal with special business, the general nature of which has not been notified, if it is so agreed by all of the Members having a right to attend and vote at the meeting,

2.15.4 The accidental omission to give notice of a meeting or of any resolution, or give any other notification, or present any document required to be given or sent in terms of this MOI or in terms of the Act, or non-receipt of any such notice, notification or document by any Member or other person entitled to receive same, shall not invalidate the proceedings at any meeting or shall not invalidate any resolution passed at any meeting.

2.16 **AGENDA**

2.16.1 In addition to any other matters required by the Act or in terms of this MOI, to be dealt with at an Annual General Meeting, the following matters shall be dealt with at every Annual General Meeting –

- 2.16.1.1 The ratification of the previous AGM minutes;
- 2.16.1.2 the consideration of the Chairman's report;
- 2.16.1.3 the election of Directors;
- 2.16.1.4 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;
- 2.16.1.5 the consideration of the financial statements of the HOA for the preceding financial year;
- 2.16.1.6 the consideration of the report of the Auditors and the determination of remuneration for the Auditors;
- 2.16.1.7 The proposed annual budget of the HOA for the subsequent financial year; and
- 2.16.1.8 The ratification of any amendments to the rules of the HOA (if any).

2.16.2 In the event that a Member of the HOA wishes to include any special business onto the agenda he is required to notify the Chairman or the Managing Agent of such special business, in writing, no later than 48 (FORTY EIGHT) hours before the general meeting.

2.17 **PROCEEDINGS AT GENERAL MEETINGS**

2.17.1 The annual general meeting shall deal with and dispose of all matters prescribed by the Act, including the consideration of the annual financial statements, the election of Directors and the

appointment of an Auditor and the determination of the remuneration of the Auditor, and may deal with any other business laid before it and of which notice has been duly given in terms of this MOI or in respect of which notice has been waived.

2.17.2 Where a company or other corporate body is a Member of the HOA it may, in the appropriate manner, nominate any person it deems fit to act as its authorised representative at any general meeting and such authorised representative shall be entitled to exercise the same rights and powers which that corporate body would have had at that meeting as if it were a natural person and present in person or by proxy.

2.17.3 Business may be transacted at a general meeting only while a quorum of Members is present.

2.18 **QUORUM FOR GENERAL MEETINGS**

2.18.1 No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds. The quorum requirement for a Members meeting to begin, or for a matter to be considered is –

2.18.1.1 20% of all Members present in person or by proxy or by representative recognised in law, as set out in section 64 (1),

2.18.1.2 If within half an hour after the time appointed for the general meeting a quorum is not present, the general meeting, if convened upon requisition of the Members, shall be dissolved. In any other case the general meeting shall stand adjourned to the same day in the next week at the same time and place, or

if that day is not a business day to the next succeeding business day, and if at such adjourned general meeting a quorum is not present within half an hour after the time appointed for the meeting, the Members present in person or represented by proxy shall constitute a quorum.

2.18.2 The Chairman of the Board of Directors shall preside as chairman at every general meeting of the Company.

2.18.3 If there is no such Chairman or if at any general meeting he is not present within 15 minutes after the time appointed for the holding of the meeting or if he is unwilling to act as Chairman, the Directors shall choose a Director to act as Chairman and, failing any Director present and willing to act, the Members present shall elect a Chairman of the meeting. A person elected to chair a meeting need not be a Member of the Company but may not be the Managing Agent or a representative or employee of the Managing Agent.

2.18.4 The Chairman of a general meeting at which a quorum is present may (and shall if so directed by the meeting) adjourn the meeting to a different time or place but no business shall be transacted at any adjourned meeting other than business left unfinished at the meeting at which the adjournment took place. Subject to the Act, when a meeting is adjourned it shall not be necessary to give notice thereof.

2.18.5 No resolution at a general meeting will require a seconder.

2.19 **VOTING**

2.19.1 At every general meeting whether on a show of hands or on a poll, every Member present in person or represented by proxy

and if a Member is a legal entity, its representative, shall have 1 (one) vote only in as far as it relates to Properties owned by it.

- 2.19.2 If an Erf or a portion of an Erf in the Estate is registered in the name of more than one person, then all such co-owners shall jointly have one vote.
- 2.19.3 the body corporate of a sectional title scheme within the Estate shall be entitled to 1 (one) vote for and on behalf of such body corporate.
- 2.19.4 Subject to the provisions of this MOI, no person other than a duly registered Member who has paid every levy and any amount owing, if any, which is due and payable to the HOA in respect of or arising out of his Membership and any Director who is not under suspension in terms of paragraph 2.8.2, shall be entitled to vote on any question, either personally or by proxy, at any general meeting. It is recorded that the Investor, by virtue thereof that it is not liable to pay levies during the Development Period, shall be entitled to vote as a Member in respect of each Erf registered in its name notwithstanding that it does not pay any levies. In addition, no person who is in arrear of any amount owing to the HOA may carry the proxy of another Homeowner.
- 2.19.5 At any general meeting a resolution put to the vote shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by any person entitled to vote at the meeting. No poll shall, however, be demanded on the election of the Chairman of the meeting or on any question of adjournment. Unless a poll is demanded, a declaration by the Chairman of the meeting that a resolution has, on a show of hands, been carried or carried unanimously or by a particular majority or negative and on entry to that effect in the minute book contemplated herein shall be conclusive

evidence of the fact without proof of the number or proportion of votes recorded in favour of or against such resolution.

2.19.6 If a poll is demanded:

2.19.6.1 the poll shall be taken in such manner and at such time as the Chairman of the meeting shall direct;

2.19.6.2 the Chairman of the meeting shall be entitled to appoint scrutinisers;

2.19.6.3 no notice of a poll other than an announcement at the meeting at which it is demanded shall be required;

2.19.6.4 the demand for a poll shall not prevent the continuation of the meeting for the transaction of any business other than the question on which the poll has been demanded;

2.19.6.5 a demand for a poll may be withdrawn;

2.19.6.6 the result of a poll shall be deemed to be the resolution of the meeting on any question on which the poll is taken.

2.19.7 In the case of an equality of votes, whether on a show of hands or a poll, the Chairman of the general meeting of Members at which the show of hands takes place or at which the poll is taken shall ***not be*** entitled to a second or casting vote and the poll would be deemed to have been defeated.

2.19.8 Any objection to the admissibility of a vote on a show of hands or on a poll shall be raised at the general meeting at which that

show of hands or poll is to take place or takes place. That objection shall be determined by the Chairman of that general meeting and his decision thereon shall be final and binding. Accordingly, any vote not disallowed at that meeting shall be valid for all purposes.

- 2.19.9 A resolution shall not be invalid because a vote which should not have been included has been taken into account unless, in the opinion of the Chairman of that meeting (whose decisions thereon shall be final and binding), the exclusion of that vote would have altered the result of the voting on that resolution. Conversely a resolution shall not be invalid because a vote which should have been included has not been taken into account unless, in the opinion of the Chairman of that meeting (whose decisions thereon shall be final and binding), the inclusion of that vote would have altered the result of the voting on that resolution.

2.20 **RESOLUTIONS**

2.20.1 **MEMBERS RESOLUTION**

2.20.1.1 For an ordinary resolution to be adopted at a general meeting, it must be supported by more than 50% of the Members who voted on the resolution, as provided in section 65 (7) of the Act

2.20.1.2 For a special resolution to be adopted at a Members' meeting, it must be supported by at least 75 % of the Members who voted on the resolution, as provided in section 65 (9) of the Act.

- 2.20.2 A resolution in writing signed by at least 80% of the Members entitled to receive notice and attend and vote at the general meeting and inserted in the minute book kept in terms hereof (minutes and inspection) shall be as valid and effective as if it

had been passed at a general meeting duly called and constituted.

2.21 **MINUTES AND INSPECTION**

2.21.1 The Directors shall cause a record to be made of all resolutions of the HOA in general meetings in a book provided for that purpose.

2.21.2 The minutes kept in terms hereof (or any extract thereof) which purports to be signed by the Chairman of the Board of Directors or by any Director shall be *prima facie* evidence of the matters therein stated.

2.21.3 The minute book shall be open for inspection and may be copied as provided in the Act.

2.22 **PROXIES**

2.22.1 A Member entitled to vote at a general meeting shall be entitled to appoint one person for each Property owned by him as his proxy to attend, speak and vote at a specific general meeting on his behalf, provided that no person may hold more than 2 (TWO) proxies at any one time unless legislation changes this requirement.

2.22.2 A proxy need not be a Member of the HOA.

2.22.3 The instrument appointing a proxy shall be in writing under the hand of the appointer or his agent duly authorised in writing or, if the appointer is a corporate body, under the hand of the authorised representative. A proxy need not be witnessed. Whether he is himself a Member or not, the holder of a general or special power of attorney given by a Member shall, if duly

authorised under that power to attend and take part in meetings and proceedings of the HOA or companies generally, be entitled to attend general meetings and to vote thereat.

- 2.22.4 A proxy form may be issued at the HOA's expense only if it is sent to all Members who are entitled to attend and vote at the general meeting to which the proxy form relates.
- 2.22.5 The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed, (or a notarially certified copy of such power or authority) shall be deposited at the offices of the Managing Agent not less than forty-eight (48) hours (or at such other place and such lesser period as the Directors may determine in relation to any particular meeting) before the time for the holding of the meeting which the person named in the instrument proposes to speak and vote.
- 2.22.6 Except insofar as the form appointing a proxy indicates otherwise, the appointment of a proxy shall be deemed to include the right to demand or join in demanding a poll and (except to the extent to which the proxy is specially directed to vote for or against or to abstain from voting on any proposal or resolution), the power generally to act for the Member giving that proxy at the general meeting in question as the proxy may deem fit. Unless the contrary is stated therein, the form appointing a proxy shall be valid for each adjournment of the general meeting to which it relates.
- 2.22.7 No instrument appointing a proxy shall be valid for any other general meeting as specified unless specifically stated to the contrary in the instrument of proxy itself.
- 2.22.8 No person may hold more than 5 proxies at any general meeting of the Company.

2.22.9 Proxies are transferable, only by a Member (and not a proxy), during the currency of the meetings, only if without such proxy there would not exist a quorum.

2.23 **MEMBERS' RIGHT TO REQUISITION A MEETING**

The right of Members entitled to vote to requisition a meeting, as set out in section 61(3) of the Act, may be exercised by at least 10% (TEN PERCENT) in aggregate of the voting Members by written notice to the Board or the Managing Agent setting out the specific purpose of the intended meeting and delivered at least 30 (THIRTY) days prior to the date of the intended meeting, and as provided for in that section.

2.24 **LOCATION OF MEMBERS MEETINGS**

2.24.1 Members' meetings shall be held within the magisterial district in which the HOA is situated unless it is determined otherwise by the Directors and notice of the address at which the meeting is to be held, which address falls outside the magisterial district in which the Estate is situated, is clearly stipulated in the notice calling the meeting, subject to the following proviso:

2.24.1.1 If 10 (ten) percent of Members to whom the notice convening the meeting is sent, *in writing* object to the address at which the meeting is to be held at least 7 (seven) days before the meeting, the Directors shall have no alternative but to re-schedule the meeting to take place at an address within the magisterial district in which the Estate is situated.

2.24.1.2 The magisterial district is at present Emfuleni in the region of Emfuleni, South Africa.

2.25 **INDEMNIFICATION OF DIRECTORS**

- 2.25.1 The authority of the HOA's Board of Directors to indemnify a Director in respect of any liability is limited, restricted or extended to the extent set out in Section 78 of the Act.
- 2.25.2 The authority of the HOA's Board of Directors to purchase insurance to protect the HOA, or a Director, as set out in Section 78 of the Act is not limited or restricted by this MOI.
- 2.25.3 The Directors and the HOA shall not be held liable for any loss, damage, destruction, theft or death of any person or property within the Estate.

2.26 **INVESTOR'S RIGHTS DURING DEVELOPMENT PERIOD**

- 2.26.1 During the Development Period, the Investor:-
- 2.26.1.1 shall not be obliged to pay any levies or costs to the HOA provided that:
- 2.26.1.1.1 the Investor shall commence payment of levies in respect of any Property for which an occupation certificate has been issued and such Property is lawfully occupied notwithstanding that it has not been transferred to a third-party purchaser;
- 2.26.1.1.2 any third-party purchaser of land or an Erf or Property shall become liable to pay levies to the HOA from the date of registration of transfer of the land or Erf or Property into the third-party purchaser's name;

2.26.1.1.3 upon the change of the shareholders of the Investor as registered on the date of acceptance of this Memorandum of Incorporation by the Members of the HOA, the Investor will become liable to pay levies, and

2.26.1.1.4 the successors in title of the Investor will be liable to pay levies on all properties. The successors in title of the Investor will have to negotiate the levies payable with the Directors of the HOA and any agreement in the reduction of levies payable, if any, will have to be ratified by the Members in a General Meeting of Members,

2.26.1.2 shall enjoy unrestricted rights as a Member notwithstanding that it is not liable to pay any levies;

2.26.1.3 shall enjoy unrestricted rights with regards to the marketing of the Estate and in particular to erect signage in and around the Township and Estate; and

2.26.1.4 shall be entitled in its absolute discretion to subdivide Erven in the Township and insofar as the consent of the Members are required for such subdivision, each Member hereby irrevocably grants a Power of Attorney to apply for such subdivision on behalf of the Members of the Company to the Investor;

2.26.2 During the Development Period, no Member shall prevent or hinder in any way the Investor from:-

- 2.26.2.1 gaining access to and egress from the Development;
- 2.26.2.2 continuing its building and/or construction operations at the Development;
- 2.26.2.3 marketing and selling any Erven;
- 2.26.2.4 Generally carrying on its business operations

provided that the provisions of this clause 2.26.2 shall not be interpreted as allowing the Investor access onto any of the Erven already transferred to a Member unless 48 hours prior written notice has been given to the Member concerned and/or unless such access is required to conduct its normal building operations or to inspect work in progress. The Investor shall make good any subsequent damage to plants, property or improvements thereon. No Member shall be entitled to refuse the Investor immediate access if the required notice has been given.

2.26.3 The Company will not be entitled to change, amend or impact on the rights of the Investor or its successors in title in respect of the amenities and facilities referred to in Clause 2.26 above, without obtaining the written consent of the Investor or its successors in title beforehand.

3 ARTICLE 3 - RULES PERTAINING TO THE HOA

The Rules attached hereto titled "COMMUNITY PARTICIPATION RULES & RULES OF CONDUCT" for owners and their visitors, shall be read in conjunction and as part hereof.

3.1 DIRECTORS ARE NOT PROHIBITED FROM MAKING RULES

- 3.1.1 Subject to any restriction imposed or direction given at a general meeting of the Company, the Directors may make, add to, amend, repeal or suspend Rules.
- 3.1.2 Any amendment to the Rules must be published, on the official website, and must be filed with the Company and Intellectual Property Commission within 20 business days after the Rules are published or the date, if any, specified in the Rules and shall become binding on an interim basis from the time it takes effect until it is put to a vote at the next general meeting of the HOA and on a permanent basis only if it has been ratified by an ordinary resolution as contemplated herein.
- 3.1.3 The Rules appended to this MOI shall form part hereof and shall be deemed to be incorporated herein and shall be enforceable in terms hereof.

3.2 **ENFORCEMENT OF THE RULES**

3.2.1 **Settlement of Disputes**

Should any disputes or differences whatsoever arise at any time between two or more Members, or between Members and the HOA or any of them, then:

3.2.1.1 The parties to the dispute shall use their reasonable endeavours to resolve, through mutual consultation, without involving any third party or parties, any dispute which may arise.

3.2.1.2 If, following such mutual consultation, the dispute still remains unresolved after 7 (SEVEN) days, then either party:

- a) may declare a dispute by delivering the details thereof to the other party, and
- b) request that such dispute be referred to mediation by a single mediator at a place and time to be determined by him.

3.2.1.3 If, after 14 (FOURTEEN) days of the delivery of the declaration of a dispute, the parties have not agreed to accept mediation then the dispute may be determined by arbitration as hereinafter prescribed.

3.2.1.4 If the parties agree to mediation –

- a. the mediator shall be selected by agreement between the parties or, failing such agreement, nominated on the application of either party by the Chairperson for the time being of the Association of Arbitrators (Southern Africa) or his nominee;
- b. the cost of the mediation, including the mediator's fee, shall be borne between the parties in equal shares and may have to be paid by the parties in advance;
- c. The mediator shall determine a date, time and place for the mediation, it being the intention to conclude the mediation within 14 (FOURTEEN) days of the appointment of a mediator.
- d. No legal representation shall be permitted at the mediation;

- e. The mediation shall be conducted without prejudice to any right, without any admission of liability and shall not constitute a waiver or a novation. Nothing disclosed during the mediation shall be permissible in any subsequent dispute resolution proceedings.
- f. Each party shall bear the costs of any legal advice he may have obtained in connection with the mediation.

3.2.1.5 If, after completion of the mediation, the dispute remains unresolved, the matter may be resolved by referral to arbitration in terms of 3.3 below or by means of any other dispute resolution available to the parties.

3.3 **ARBITRATION**

3.3.1 If either party to a dispute is unwilling to accept mediation or mediation does not yield a resolution, then either party to a dispute may, by written notice delivered to the other, demand that the dispute be referred to arbitration.

3.3.2 Such arbitration will be held:

3.3.2.1 in Emfuleni;

3.3.2.2 with only the parties and their legal representatives; and

3.3.2.3 in terms of the Arbitration Act, No 42 of 1965, it being the intention that the arbitration will, where possible, be held and concluded within 21 (TWENTY-ONE) days after it has been demanded.

3.3.3 The parties shall agree the appointment of the arbitrator.

- 3.3.4 In the event that the parties do not reach agreement regarding the appointment of the arbitrator(s) within a period of 5 (FIVE) days after the referral to arbitration, then the arbitrator will be nominated by the Chairperson for the time being of the Association of Arbitrators (Southern Africa) or his nominee.
- 3.3.5 The decision of the arbitrator may be made an order of any Court of competent jurisdiction but shall not be subject to appeal.
- 3.3.6 The arbitrator will have the fullest and freest discretion with regard to the proceedings, and his award shall be binding on the Parties to the dispute. Furthermore the arbitrator:
- 3.3.6.1 may dispense wholly or in part with formal submissions or pleadings;
 - 3.3.6.2 will determine the applicable procedure, taking into account the fact that it is intended that the dispute will be determined as quickly as possible and shall not be bound by strict rules of evidence and shall be entitled to take equity into account;
 - 3.3.6.3 will include such order as to costs as they deem just.
- 3.3.7 The parties, by virtue of being Members and the HOA consent to any dispute being determined as provided for in this clause, if demanded by any party.
- 3.3.8 This clause shall not preclude either party from obtaining any relief from a Court of competent jurisdiction or in terms of the CSOSA and/or CSOSR.
- 3.3.9 Notwithstanding any dispute, which may exist between the parties (Members and/or the HOA) and be subject to resolution in accordance with the foregoing, neither party shall, pending the

outcome of the dispute, delay the provision of any of their obligations under the MOI, the Act and the Rules.

3.3.10 Any referral to arbitration in terms of the MOI will constitute service of process in terms of the Prescription Act 68 of 1969 (as amended) and shall constitute an interruption of the running of prescription in terms of that Act, by agreement between the parties.

3.3.11 The award of the Arbitrator shall be final and binding on the parties hereto.

3.3.12 In the event of the Directors instituting any legal proceedings against any Member or resident within the Township for the enforcement of any of the rights of the Association in terms hereof, the Association shall be entitled to recover all legal costs so incurred from the Member or resident concerned, calculated as between Attorney and client.

3.3.13 In the event of any breach of the Rules by the Members of any Member's household or his guests or lessees, such breach shall be deemed to have been committed by the Member himself, but without prejudice to the foregoing, the Directors may take or cause to be taken such steps against the person actually committing the breach as they in their discretion may deem fit.

3.4 **THE IMPOSITION OF FINES**

3.4.1 The Directors acting on behalf of the HOA shall have the express right to impose fines on a Member (who will then have to collect the fine from the lessee of his unit or any other person for whose behaviour the Member is deemed liable) should the Member or his tenant/agent/invitee/staff member contravene this MOI or the Rules in general.

3.4.2 In the event of a breach of this MOI the Directors, at their sole discretion, shall place the defaulting Member on terms and give him written notice to remedy such breach within a certain period of time, which time period depends wholly on the nature of the breach (if the breach is capable of remedy) but shall be reasonable. The consequences resulting from failure to abide by the notice shall be clearly set out in the letter of demand.

4 **ARTICLE 4 - GENERAL PROVISIONS**

4.1 **PUBLIC ANNOUNCEMENTS, SIGNS AND NOTICES**

4.1.1 It is prohibited to place signs, notices, boards or advertisements of any kind whatsoever within the Estate, with the exception of one standard building signboard setting out details of the contractor and/or architect which may be placed on the Erf, and the for sale boards as determined by the Rules.

4.1.2 No signage may be placed on the municipal pavement directly outside the Estate/adjacent to the Estate without the written authority of the Directors of the HOA and the municipality.

4.2 **AUDITORS**

4.2.1 An auditor shall be appointed in compliance with the Companies Act.

4.2.2 The appointment, powers, rights, remunerations and duties of the auditors shall be regulated by the provisions of the Companies Act.

4.3 **RESERVES**

- 4.3.1 The Directors may set aside out of the profits of the HOA or contingencies as budgeted for and carry to reserve such sums as they think proper.
- 4.3.2 All sums standing to the credit of revenue and general reserve shall at the discretion of the Directors be applicable for meeting contingencies, for the gradual liquidation of any debt or liability of the HOA, for repairing, improving or maintaining any property of the HOA, for meeting losses on realization of, or writing down investments either individually or in aggregate, or for any other purpose to which profits of the HOA may appropriately be applied. Pending such application such sums may either be employed in the business of the HOA (without being kept separate from other assets of the Company) or be invested and may not be repaid to Members.
- 4.3.3 The Directors may divide the reserve into such special reserves as they think fit and re-allocate the amounts of such reserves either in whole or in part to other special or general reserves and may consolidate into one reserve any special reserves or any parts of special reserves into which the reserve may have been divided. The Directors may also carry forward any profits without placing them to reserve.

4.4 **NOTICES**

- 4.4.1 A Notice by the HOA to any Member shall be regarded as validly given if it is delivered to the Member's *domicium*, or sent by prepaid registered post to him at his registered address or emailed to him by electronic communication at

an email address which was provided by the Member in terms of this MOI.

4.4.2 A Member entitled to a notice shall be bound by every notice given in terms hereof. The HOA shall not be bound to enter any person in the register of Members until that person gives the HOA details of the Members physical address, as well as a postal address and email address to enter on the register in terms hereof.

4.4.3 Any notice if given by registered post, shall be deemed to have been served 3 (THREE) days following that on which the letter or envelope containing such notice is posted, and in providing the giving of the notice sent by registered post, it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the post office. Any notice by hand and via email shall be deemed to have been served on the same day of transmittal by hand or email, provided it is delivered or transmitted, as the case may be, during ordinary business hours, failing which it shall be deemed to have been delivered on the next succeeding business day.

4.4.4 When a given number of days' notice or notice over any period is required to be given, the days of service shall not be counted in such number of days or period.

4.5 **WINDING-UP**

4.5.1 The HOA does not have a share capital.

4.5.2 The liability of each Member is limited to the following amount upon the Estate being wound-up in that each Member undertakes to contribute to the assets of the

Company while he is a Member or within one year after he has ceased to be a Member upon the Company being wound-up, the amount of R1.00 (one Rand) in respect of each freehold residential stand of which he is the owner.

4.6 **DISCLAIMER**

- 4.6.1 The HOA, its Managing, Agents and/or its Directors and staff shall accept no liability whatsoever for injury or loss or damage of any nature or description whatsoever, which the owner of a unit or the occupier of an Erf or any Member of his family or his staff, or his friends, acquaintances, visitors or guests may sustain, physically or to his or their property, directly or indirectly, in or about the common property or on the individual Erven by reason of any defect in the common property and its amenities or for any act done or any neglect on the part of the HOA, its Directors, employees, agents or contractors.
- 4.6.2 The HOA or its agents and staff shall not be liable or responsible in any manner whatsoever for the receipt or non-receipt and the delivery or non-delivery of goods, postal matter or any other property.



COMMUNITY PARTICIPATION RULES & RULES OF CONDUCT

RIVERSPRAY LIFESTYLE ESTATE MASTER PROPERTY OWNERS' ASSOCIATION NPC (A HOME OWNERS' ASSOCIATION INCORPORATED AS A NON-PROFIT COMPANY IN TERMS OF THE COMPANIES ACT, 2008)

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INTRODUCTION AND INTERPRETATION

- A. These rules and regulations are designed to ensure a high quality, secure and harmonious environment and lifestyle for the owners and occupants in Riverspray Lifestyle Estate ("**Riverspray**").
- B. In order to attain these objectives it is necessary for each occupant to honour and abide by these Rules.
- C. These Rules have been established in terms of the Memorandum and Incorporation of Riverspray Master Property Owners' Association NPC ("**Association**") and are binding upon all Homeowners and occupants of Property in Riverspray, as is any decision taken by the Directors of the Association in interpreting these Rules.
- D. Genuine respect and consideration by all occupiers for each other will obviously assure agreeable accord and contented association in the Estate.
- E. In the event of differences or annoyances, the occupiers involved should attempt to, as far as possible, settle the matter between themselves, exercising respect, tolerance, and consideration.
- F. The Rules are required to be reasonable, binding on and to apply equally to all Members. Based upon this rationale, the Rules should be seen to be neither restrictive, nor punitive, but rather as a judicious framework to safeguard and promote appropriate and fair interaction.
- G. It is the obligation of all Homeowners of any Property in Riverspray to ensure that these Rules are abided by the Homeowner, any resident or occupant of the Homeowner's Property or present on Riverspray whether such be as family members, employees, tenants, visitors, invitees, agents, contractors or friends.

H. These Rules may be changed by the Directors of the Association from time to time and are binding on each owner and occupant of Property in Riverspray.

I. The Homeowners' Association has been appointed as the entity to which the powers and duties to uphold these Rules have been delegated.

J. **Interpretation and General**

a. In interpreting or construing these Rules, unless the context indicates otherwise:

- i. any reference to the singular shall include the plural and vice versa; and
- ii. any reference to any gender shall include a reference to a legal or corporate person/entity and vice versa; and
- iii. any reference to a natural person shall include a reference to a legal person/entity (whether incorporated or unincorporated) and vice versa; and
- iv. paragraph headings are for reference purposes only, and shall not be considered in interpreting or construing the import or tenor of these Rules or any clause or provision; and
- v. where a Property is referred to as a "unit", "erf" "property" or "dwelling" same shall refer to either of the Property types as may be applicable in the circumstances.

b. In the event of any conflict between the provisions of these Rules and the provisions of the MOI, the provisions of the MOI shall prevail.

c. Where the consent of the Directors and/or the Association is required for any purpose same shall, unless the context expressly indicates otherwise:

- i. refer to the prior written consent of the Directors and/or the Association; and
 - ii. the consent shall not be unreasonably withheld and in the event of the refusal or withholding of such consent the onus shall be on the Member seeking same to prove that the refusal or withholding of the consent was unreasonable; and
 - iii. reference to consent shall be deemed to include a reference to any consent, approval or permission which may be required of the Directors and/or the Association.
- d. The terms, conditions, rights, promises, undertakings, covenants, restraints, obligations and provisions contained, conferred or imposed under these Rules (and all of which are for convenience referred to as “provisions”) are severable and divisible as to each provision, or part thereof, and should any provision be found to be invalid or unenforceable by a competent court, such a finding shall, subject to the order of such court, not affect the validity and/or enforceability of the remaining provisions or parts thereof.
- e. Ultimately each Member is responsible for and obliged to ensure that all family members, tenants, visitors, friends and employees, their family and friends, and any other invitees are made aware of and abide by these Rules.
- f. These Rules replace and supersede all previous Rules issued and approved by the Association in respect of the subject matter hereof and; in this respect, the following applies:
 - i. Subject to the provisions of the Rules on and after the commencement date, anything which was done under a provision of the Rules in effect on the day immediately preceding the day on which the Rules come into effect and

which could be done under a corresponding provision of the Rules, is deemed to have been done under that corresponding provision.

- ii. The coming into effect of the Rules does not affect any rights, Debts, obligations and/or any liabilities which existed on the day immediately preceding the day on which the Rules come into effect and such rights, Debts, obligations and liabilities shall continue under the Rules on and after the commencement date and shall be deemed to have existed under, in terms of or by virtue of a corresponding provision of the Rules.

- g. No extension of time, waiver, relaxation, or indulgence granted or shown by the Directors in respect of any provision of these Rules shall operate as an estoppel against the Directors in respect of the enforcement and interpretation of these Rules, nor shall it operate as to preclude the Directors thereafter from exercising and/or enforcing any of their rights, and the obligations of any Member, strictly in accordance with these Rules.

CONDUCT RULES

A relaxed and secure movement of all occupants of property in Riverspray (also herein referred to as “the estate”) whether by mechanical means or on foot is a priority of the Association. The following Rules must be strictly adhered to in order to achieve this objective.

1. **SPEED LIMITS AND VEHICLES**

- 1.1. Speed limit for all vehicles (motorised or unmotorized) is restricted to a maximum of 30 km per hour.

- 1.2. Save for 2.1 above, all other provisions of any Road Traffic Ordinance in force in the Province of Gauteng shall apply to roads in Riverspray.
- 1.3. Unlicensed and under age persons are not allowed to operate any form of motorised vehicle under any circumstances, including motorised scooters and golf carts within Riverspray. Engine powered vehicles are not allowed to drive anywhere except on the roads of Riverspray. Areas including parks, pavements and empty stands shall not be accessed or traversed by engine powered vehicles. Parking is strictly prohibited on sidewalks and in the sections of roads in and around traffic islands.
- 1.4. Any unauthorised or unlicensed vehicle referred to in 1.3 above may be escorted from Riverspray or may be impounded by the security personnel. The Directors of the Association or Estate Management may also in its discretion procure the vehicle's removal from Riverspray by such means as it deems fit and recover any costs incurred in this respect from the Member concerned. Such costs shall be deemed to be an additional levy raised against such Member and will be recovered against such Member in terms of the MOI.
- 1.5. Owners and occupants shall ensure that their children do not play in the streets without adult supervision. The Association shall not be liable for any loss whatsoever or howsoever arising if this rule is not adhered to.
- 1.6. Owners and occupants shall be cognisant thereof that pedestrians will frequently cross streets at designated crossings in Riverspray. Motorists shall at all times approach such crossings with extreme caution.
- 1.7. No helicopter may be landed anywhere on Riverspray without prior written consent from the Directors of the Association or Estate Management.

2. **RIVERFRONT**

- 2.1. Persons making use of the jetties and slipways do so entirely at their own risk and the Association shall not be liable for any loss or damage arising from any such use by owners, occupiers, visitors, invitees or contractors.
- 2.2. No objects including bottles, papers, plastic, liquid or any other foreign matter may be deposited in the river.
- 2.3. No diving whatsoever into the river from the jetties is permitted and no claim shall lie against the Association for any violation in this regard.
- 2.4. No swimming is allowed in the riverfront of the Estate.

3. **FISHING AREA**

- 3.1 No fires are permitted in fishing area, except in designated areas.
- 3.2 No camping is permitted in the Estate and no tents are allowed.
- 3.3 Fishing is only permitted in demarcated areas and nowhere else in the Estate. No fishing is permitted from jetties and bridges.

4. **BOATS / BOAT LOCKERS**

- 4.1 Any boats/jetski's/watercraft brought into the Estate and/or left on the river overnight is at owner's own risk.

- 4.2 Tenants/owners who do not own a right of use or rent a boat house on the Estate are not allowed to launch from the Estate.
- 4.3 No water crafts are allowed to be parked in the Sectional Title area in the Estate (the "Village").
- 4.4 No solid structures will be allowed in boat houses to obscure any view or possible flow of water through the entire height of the sides of the boat houses.
- 4.5 All items stored in or about the boat houses shall to be placed in a neat and tidy manner, shall not cause any nuisance and shall at all times be aesthetically pleasing Health and Safety Rules and subject to all.
- 4.6 All power driven vessels must endeavour to keep to the starboard (right hand side) of the River.
- 4.7 Boat owners are responsible for collecting a copy of the river rules from the Association and to familiarise themselves therewith.
- 4.8 New government law and legislation will be applicable to all boat owners in the estate and they will adhere thereto.
- 4.9 The Directors of the Association or Estate Management are entitled to refuse any boat owner access to the river should the boat owner not comply with the regulations of the Association.
- 4.10 All motor powered boats must have a *Riverspray* decal displayed on the port and starboard side with the boat house reference number on it. These decals will be supplied by the Association at a nominal charge (2 decals per boat).

- 4.11 A boat can only be operated in terms of the current legislation which requires a Skipper's licence and requires the person to be older than 16 years.
- 4.12 No vessel of any kind shall be allowed on the river between sunset and sunrise without displaying the internationally accepted lights as follows:
- A red light on the port (left) side with $112\frac{1}{2}^{\circ}$ of visibility.
 - A green light on the starboard (right) side with $112\frac{1}{2}^{\circ}$ of visibility.
 - A white stern light with 135° area of visibility.
- 4.13 Loud music, rowdiness and shouting or any other disturbance from boats are prohibited.
- 4.14 Dinghies and canoes may not be left along the embankment, but must be stored at demarcated areas in the boat yard.
- 4.15 Out of consideration for other Members, revving of engines out of the water is not permitted.
- 4.16 Boat motors may not be serviced or worked on at the jetties, only demarcated areas of the boat yard.
- 4.17 Member's visitors who wish to enter the estate by boat must make prior arrangements with the Gate House security. In such instance, the visitors shall be required to attend the guard house to sign in with security.
- 4.18 Spillage of fuel from boats is extremely harmful to the eco system of the waterways. When filling boats, a spill proof system must be utilised. Failure to adhere to these requirements shall result in the transgressor being held liable for the full cost of cleaning and any damages caused.

- 4.19 No emptying of toilets in the waterways is permitted.
- 4.20 No person is allowed to jump off the bridges into the river.
- 4.21 If a boat is moored at a jetty, no overnight occupation thereof is permitted.
- 4.23 Fenders at jetties must conform to the mooring system specified by the Association.
- 4.24 Slipways must be kept clear when boats are not being launched/retrieved.
- 4.25 Boats may only be launched and retrieved between sunrise and sunset.
- 4.26 When not in use, boats and trailers must be stored in the boat yard.
- 4.27 No trailers may be left at slipways or on the roadside at any time. Trailers are only to be parked in the demarked trailer parking area or in the boat house.
- 4.28 No boat locker may be rented to any person who is not a resident of Riverspray Estate.

5 GOOD NEIGHBOURLINESS

- 5.1 No business activity or hobby which could cause aggravation or nuisance to fellow occupants may be conducted, including auctions and jumble sales.

- 5.2 The volume of music or electronic instruments, partying and the activities of domestic help should be tuned to a level so as not to be heard on neighbouring properties.
- 5.3 The mechanical maintenance and use of power saws, lawn mowers, and the like (electrical mowers are preferred), can only take place during the following hours –
Monday to Saturday 08:30 – 18:00 Sundays 09:30 – 11:00
- 5.4 Washing should only be hung on lines screened from the street and neighbouring properties.
- 5.5 Refuse, garden refuse and refuse bags may not be placed on the pavement, except if they are to be removed within a period of 8 hours.
- 5.6 Garden services will be exclusively provided by the Association.
- 5.7 Garden and other floodlights shall be adequately screened so as not to cause a discomfort or any nuisance to neighbouring and/or other Members/residents.
- 5.8 Swimming pool pumps, swimming pool heating apparatus, cold storage rooms, power generators, water features and any motorised equipment shall be placed and installed in such a way that it will not cause any noise or nuisance to neighbouring and/or other Members/residents. Where such noise or nuisance is caused the Association shall have the right to do whatever it deems fit to rectify the situation.
- 5.9 Any noise levels from parties, gatherings and the like shall be reduced to a level so as not to be a disturbance, and from 23:00 so as not to be heard by the neighbours.

6 THE STREETScape

- 6.1 Every owner and occupant has a responsibility to Riverspray community as a whole to maintain in a neat and tidy condition the area between the road kerb and the boundary of his property.
- 6.2 Garden fences/walls and outbuildings forming part of the streetscape should be maintained and painted whenever reasonably necessary, otherwise the Association will have the fence repaired or painted and the cost charged to the owner.
- 6.3 No caravans, trailers and boats may be stored on a property and tool sheds, equipment, tools, engine and vehicle parts as well as accommodation for pets, must be sited out of view and screened from neighbouring properties.
- 6.4 No trees, plants or sidewalk lawn may be removed without the permission of the Directors of the Association or Estate Management. Planting should not interfere with pedestrian traffic or obscure the vision of motorists.
- 6.5 Gardens abutting onto any open space must be kept neat and tidy at all times, failing which the Association will have the right to clean the garden at the cost of the owner.
- 6.6 Wendy houses are only allowed as temporary builders sheds. Immediately after completion of building they are to be removed.
- 6.7 No towels, clothing, blankets, sheets, laundry, etc., may be hung over balcony railings, windows or fences/walls visible from the roads or waterways.
- 6.8 All externally located wash lines, entrances to outside toilets, refuse, waste containers, water tanks, gas containers and generally similar

items which detract from the aesthetics of the Estate must be screened from view from the roads and waterways.

6.9 Canopies are acceptable in a plain design, without scallops, in a fabric of a single approved colour, provided that plans must be submitted for approval to the HOA.

7 BALCONIES

7.1 Only tables, chairs and pot plants are allowed on Unit balconies in the Village and should be aesthetically pleasing.

7.2 Only gas braais are allowed on balconies of Units in the Village.

7.3 No fires are allowed in the Units in the Village or on balconies thereat.

8 PETS

8.1 The local authority by-laws relating to pets will be strictly enforced.

8.2 Without the written approval of the Directors of the Association or Estate Management, no person may keep more than two dogs and two cats on the full title Properties in the Riverspray Estate.

8.3 No poultry, wild animals or livestock may be kept on the Riverspray Estate.

8.4 The building of pigeon lofts and aviaries must be approved by the Directors of the Association or Estate Management. Plans must be submitted by owners, together with the written consents of their neighbours.

8.5 Pets must be walked on a leash in public areas.

- 8.6 Should any excrement be deposited in a public area, the immediate removal thereof will be the sole responsibility of the owner of the pet.
- 8.7 Every pet must wear a collar with a tag indicating the name and telephone number of its owner. Stray pets without identification tags will be apprehended and handed to the Municipal Pound.
- 8.8 No dogs, cats or pets are allowed in the apartments.
- 8.9 Only one (1) dog with a maximum height of 40cm from the ground, alternatively, a maximum of two (2) dogs, each with a maximum height of ± 30 cm from the ground will be allowed on the duplex Units.
- 8.10 A maximum of two (2) cats are allowed per duplex Unit.
- 8.11 A maximum of two (2) animals with a maximum height of 30cm are allowed per duplex Unit.
- 8.12 A maximum of two (2) dogs will be allowed on the single residential plots.
- 8.13 A maximum of two (2) cats will be allowed on the single residential plots.
- 8.14 The Association shall have the right to demand that a Homeowner or resident remove a pet (whether or not permission has previously been granted in respect thereof) should such pet become a nuisance or a danger in the Estate. In the event of a resident failing to comply with a demand in this regard, the Association may decide to remove the pet at the cost of the resident and in any way deemed appropriate by the Directors. Homeowners and Residents shall be responsible for ensuring that their pets are properly kept within the boundaries of their Property.

9 ARCHITECTURAL STANDARDS

- 9.1 All building plans should be in accordance with the Architectural Guidelines applicable to Riverspray and must be approved by the Design Review Committee of the Association. This also applies to any additions and alterations to structures existing from time to time.
- 9.2 All garden walls and fencing must be approved by the Design Review Committee, with regard to both material and dimensions. Particular attention will be paid to high walls screening the entire frontage of properties.
- 9.3 All TV aerials and air conditioning units should be concealed and not externally visible. The position, size and siting of satellite dishes must be approved by the Directors of the Association or Estate Management.
- 9.4 Lean-to's, temporary carports and "Wendy-type" structures will not be allowed.
- 9.5 Roofing materials for patios, carports and outbuildings must be approved by the Design Review Committee. The use of this material will however be discouraged.
- 9.6 All exterior paint colours must be selected from the approved Riverspray colour palette and colour combinations available on request from the Association.
- 9.7 In the Village precinct, external paint finishes may not be changed. Each dwelling must be repainted /maintained to its original colour palette.
- 9.8 All building plans submitted for approval to the Association must comply with:

- 9.8.1 Local authority rules and regulations; and
- 9.8.2 National Building Regulations (“NBR”); and
- 9.8.3 South African Council for the Architectural Profession (“SACAP”) requirements; and
- 9.8.4 National Home Builders Registration Council (“NHBRC”) requirements.
- 9.8.5 The South African National Standards Regulation relating to the building codes as per the regulation for the Occupational Health & Safety Act, Act 5 of 1993.
- 9.8.6 The DRC plan submission process.

10 ENVIRONMENTAL MANAGEMENT

- 10.1 No rubble or refuse may be dumped or discarded in any public area, including parks, lakes, streets and pavements.
- 10.2 Owners and occupants must leave any open space they visit in a cleaner condition than in which it was found. Owners and occupants are requested to develop the habit of picking up and disposing of any litter found in the open spaces.
- 10.3 Picnicking will only be permitted in demarcated areas owned by the Association.
- 10.4 Flora may not be damaged or removed from any public area.
- 10.5 Fauna of any nature may not be chased or trapped in any public areas, be it by people, dogs or other animals.
- 10.6 Owners and occupants are responsible for maintaining trees, plants and shrubs planted on their pavements by themselves.
- 10.7 Owners and occupants must ensure that declared noxious flora is not planted or growing in their gardens.

10.8 Vacant stands must be kept clean on a regular basis to the satisfaction of the Association, and if not maintained, the Association shall have the right, but shall not be obliged, to clean the stand and to recover the cost from the owner.

10.9 The use of the open spaces and water bodies by owners and occupants is entirely at their own risk at all times.

10.10 The use of alcohol beverages in or on parks, the swimming pool area and open spaces owned by the Association is strictly forbidden. The use of alcohol will only be allowed within demarcated areas.

11 MAINTENANCE OF PROPERTY

11.1 It is each owner's responsibility to maintain his/her property. The HOA will give the owner 3 (three) weeks' notice to maintain the property to the standard of the Estate. If the owner does not adhere to the notice given, the HOA will maintain the property on the owner's behalf and the costs thereof will be billed against the owner's levy account.

12 SECURITY

12.1 Every owner and occupant must comply with the security rules and regulations laid down by any security company appointed by the Association. Failure to comply with these provisions may result in the implementation of fines and/or criminal prosecution. The HOA shall adopt a zero-tolerance approach to transgressors hereof.

12.2 Every owner and occupant shall be responsible to ensure that their visitors, permanent workers, temporary workers and contractors' representatives to adhere to the security rules and regulations and rules laid down by the appointed security company.

- 12.3 Owners and occupants are requested to treat the security personnel in a co-operative and courteous manner.
- 12.4 Every owner or occupant must ensure that a contractor appointed by him adhere strictly to the security stipulations of the Contractor's Code of Conduct.
- 12.5 All security breaches regardless of the severity thereof must be reported to a member of the security staff as soon as possible.
- 12.6 All owners and occupants are advised to install a security system/burglar alarm as soon as possible after taking occupation of their properties, and to link the system to the security company appointed by the Association.
- 12.7 Tags are non-refundable for either tenants moving out or owners who sell their Property.
- 12.8 Owners shall be obliged to supply security details of new tenants at least 2 weeks prior to occupation of a Property in order to arrange access to Estate.
- 12.9 Only Riverspray approved alarm systems are allowed.
- 12.10 No external armed response will be allowed.
- 12.11 Security protocol at the gatehouses shall be adhered to at all times. Under no circumstances shall residents or any person other than security personnel, Directors or authorised personnel be allowed into the gatehouses.
- 12.12 The access control system for permanent workers, temporary workers, contractor and subcontractor representatives must be

diligently enforced by every Member of the Association with respect to his employees, contractors and subcontractors. No resident, visitor and any category of employee may enter the Estate without being issued with the requisite authorisation.

- 12.13 All residents, visitors and invitees must adhere to security protocol, and may not use access cards belonging to another person.
- 12.14 No electric fences may be erected inside the Estate boundary.
- 12.15 Security in conjunction with residents residing along the electrified boundary fence shall keep the fence clear of any vegetation. Residents shall advise any visitors of the dangers pertaining to such electric fences.
- 12.16 No resident may issue instructions to or countermand the standing instructions issued to security personnel.
- 12.17 Visitors to the Estate must produce either a valid original driving licence, or valid original South African identity book or passport for access to the Estate, failing which such visitors may be refused entry. This applies equally to visitors entering the Estate from the riverfront.
- 12.18 Contractors, subcontractors, visitors, and employees shall be requested to produce valid identification documentation by the security and/or the Association.
- 12.19 The Estate will be manned by security twenty-four hours a day, seven days a week and patrolled on an ongoing basis.
- 12.20 Members shall comply with the security protocols and other directives as published from time to time relating to security issues

(including but not limited to access to and/or egress from the Estate), monitoring and supervision of staff, safety precautions (including with respect to children, pets, vehicles, etc., fire prevention and control). Without limiting the meaning of the foregoing, such measures are necessary from a security and security related perspective to implement the orderly management and control of the Estate and the safety and security of persons and property. These security protocols which shall be delivered to the Members shall be considered, to the extent that same contain any obligations and/or restrictions to be part of these Rules.

- 12.21 No resident shall make, or be party to the making of any false alarm.
- 12.22 Deliberate obstruction of access and egress to/from the Estate is prohibited.

13 TENANTS

- 13.1 Should any owner let his property, he will, in writing, advise the Association in advance of the commencement date of the lease, the name of the Lessee and occupants, contact details and the period of such lease. The owner will inform the Lessee of all House Rules, Contractor's Code of Conduct and other Rules then in existence, and bind the Lessee to adhere to such rules, provided that any violations of any Rules or the MOI by the Lessee, occupant or guests shall be deemed to be a violation by the owner.
- 13.2 The owners and occupants of any property within Riverspray are liable for the conduct of their visitors, contractors and employees and must ensure that such parties adhere to the House Rules.

- 13.3 Every owner must ensure that contractors appointed by him shall have signed the Contactor's Code of Conduct and adhere to the stipulations of that code.
- 13.4 All tenants must meet with the Security Manager before moving into the Estate.
- 13.5 No tenant is allowed to sub-lease any Property.
- 13.6 Tenants are the responsibility of the Member concerned and Members are therefore liable for any damages or breakages caused by tenants to any homes or amenities of Riverspray.
- 13.7 Members must ensure that tenants have been made aware of, understand and comply with the rules and regulations set out in this document and in the MOI.
- 13.8 The number of tenants accommodated in a Member's house shall not exceed more than 2 persons per bedroom.

14 VISITORS

- 14.1 All visitors are to be accompanied by the owner or a lessee occupier at all times.
- 14.2 All visitors must provide proof of identity (ID book or drivers licence) when arriving at the Estate before access to the Estate will be granted. This applies equally to visitors entering the Estate from the riverfront.
- 14.3 No more than 8 visitors per Property shall be allowed. If more than 8 visitors are expected, special arrangements must be made with Security Manager and guests must be entertained at the river front. If

a Property is rented to tenants, the collective total of visitors of the Homeowner and the tenant shall at no time exceed 8 visitors.

14.4 No visitors will be allowed into the Estate if the visit is not confirmed and authorised by the tenant/owner in terms of the security process implemented and prevailing at the time of admission.

15 RESELLING AND RENTING (LETTING) OF PROPERTY

15.1 Should an owner want to sell or lease his property (hereinafter referred to as "seller" or "lessor"), then only an Estate Agent approved by the Association and whose particulars appear in the Association's list of approved estate agents and/or property brokers, which list may be amended by the Directors of the Association from time to time (hereinafter referred to as "accredited agent"), may be selected to manage the sale or lease.

15.2 The accredited agent must ensure that the purchaser/lessee is informed about and has received a copy of the Architectural Guidelines, list of Permitted Plants to be used in landscaping, Statement of Development Intent and Town planning Controls, House Rules and Contractor's Code of Conduct as well as any other codes and regulations applicable at the time.

15.3 A clearance certificate must be obtained from the Association, prior to any transfer of property in Riverspray at a cost and in accordance with the Association's MOI.

15.4 The seller of a property in Riverspray shall ensure that the sale agreement contains at least the following provisions –

"Riverspray Owner's Association"

1. *No person shall be entitled to sell an Erf or a sectional title unit on any Erf in Riverspray without –*
 - 1.1 *first becoming the registered owner of that Erf;*
 - 1.2 *first incorporating into the offer document of the agreement of sale ("the sale agreement") in terms of which an Erf or sectional title unit in Riverspray is sold, the provisions contained in paragraphs 1 to 3 (inclusive) hereof; and incorporation in the sale agreement a suspensive condition requiring the purchaser to bind himself to become a Member of the Association, in the required form to the Association's Memorandum of Incorporation (as may be amended by the Directors of the Association from time to time), with effect from the date of registration of transfer of the said Erf or sectional title unit.*

2. *No person shall transfer any Erf or a sectional title unit on any Erf in Riverspray unless –*
 - 2.1 *the Association issues a certificate in which the association certifies that –*
 - 2.1.1 *the Member has fulfilled all of his financial obligations to the Association in respect of the period up to and including the date specified in such certificate; and*
 - 2.1.2 *the Member has complied with all of his other obligations to the Association in terms of these articles and any rules and guidelines issued by the Directors of the Association in terms of these articles;*

 - 2.2 *in the case of an Erf, the proposed transferee has agreed in writing to become a Member of the Association, in the form required to the Association's Memorandum of Incorporation (and as may be amended by the Directors of*

the Association (and as may be amended by the Directors of the Association from time to time), and such written agreement has been lodged with the Association;

2.3 the Member also simultaneously transfers the boat house to another Member or to the proposed transferee;

2.4 the transfer takes place prior to or on the date specified in the certificate issued by the Association.

2.5 the Member has paid an administration fee to the Association in consideration, inter alia, for the Association marketing Riverspray and attending to the management and implementation of the formalities envisaged in the Association's Memorandum of Incorporation, which administration fee shall, irrespective of the amount of commission paid by a Member on any sale of an Erf or sectional title unit in Riverspray, be equal to 2.5% of agent's commission payable on the purchase price of the property sold plus VAT thereon, or, where agent's commission is not paid, equal to a reasonable amount based on the average percentage of agent's commission.

c. For the purpose hereof the reference to "sale of an Erf or sectional title unit" shall include the disposal of the shares and/or claims of loan account against any Association which is the registered owner of an Erf or sectional title unit on an Erf, the Member's interest in any close corporation which is the registered owner of an Erf or sectional title unit on an Erf or the beneficial interest in any trust which is the registered owner of an Erf or sectional title unit on an Erf."

15.5 The Seller must personally ensure that the purchaser is informed about and receives a copy of the Architectural Guidelines, list of

Permitted Plants to be used in landscaping, House Rules and Contractor's Code of Conduct as well as any other codes and regulations applicable at the time.

15.6 The owner/lessor of a property in Riverspray shall ensure that a written lease agreement is concluded with a lessee of the property prior to that lessee taking occupation of the property, which lease shall contain the following clauses –

"Riverspray Owners Association

- a. *The lessee hereby acknowledges that he, his employees, representatives and visitors are aware of and will adhere to the Architectural Guidelines, list of Permitted Plants to be used in landscaping, House Rules and Contractors' Code of Conduct as well as other codes and regulations applicable to Riverspray at the time.*
- b. *The lessee hereby further acknowledging has received from the owner/lessor a copy of the Architectural Guidelines, list of Permitted Plants to be used in landscaping, House Rules and Contractors' Code of Conduct and any other rules or regulations laid down by the Association and applicable to Riverspray at the time."*

16 ACCREDITATION OF RIVERSPRAY AGENTS

16.1 An estate agent becomes accredited after being approved by the Association and after, if required by the Association, signing an agreement with the Association. Such agent will abide by the stipulated procedures applicable to the sale and/or a lease of any property in Riverspray, and after having been introduced to the concepts, rules and conditions under which a purchaser and/or lessee purchases and/or leases any property in Riverspray.

16.2 The Association's list of accredited agents may be reviewed by the Association from time to time.

16.3 The accreditation policy for estate agents may be reviewed by the Association from time to time.

16.4 Accredited agents may only operate on a "by appointment" basis and must personally accompany a prospective purchaser or lessee and are not allowed to erect any "for sale" or "to let" signage boards.

17 MARKETING

All advertising material and marketing signage relating to any sale of an Erf or sectional title unit in Riverspray shall bear the logo and the name of "Riverspray" and shall comply with the requirements and specifications of the Association from time to time, and all such advertising material and signage shall be approved by the Association prior to it being used.

18 FINE SYSTEM

18.1 Security staff will clamp unauthorized parked vehicles or vehicles parked illegally. A release fee of R 500-00 will be payable.

18.2 The Directors or Estate Management may impose a fine of minimum R 500-00 to maximum R 5 000-00, as revised from time to time, to individuals (owners, tenants, visitors, contractors) that does not comply with the Conduct Rules. The amount of the fine will be to the Director's or Estate Management's discretion depending on the severity of the transgression.

18.3 All owners and tenants are bound by the Fine System as approved by the HOA and will be held liable for any fines imposed as per said system. Fines will be charged to the owner's levy account.

18.4 Owners will be held liable for their tenant's actions as well as for the actions of their visitors, guests, invitees, agents, contractors, employees and family members and any fines imposed as a result of the conduct of any of the aforesaid persons will be charged to the owner's levy account.

19 VEHICLES

19.1 No washing of any vehicle or craft in the Village is permitted. Washing of craft can only be done at the wash bay next to boat houses.

19.2 No vehicle repairs are allowed on the Estate.

19.3 No quads, dirt bikes or other off-road vehicles or Drones and radio controlled vehicles are allowed to be used on the Estate without prior written consent from the Directors of the HOA or Estate Management.

19.4 All privately owned golf carts must be registered at the Riverspray office.

19.5 Any broken down or accident damaged vehicle must be removed from the Estate within 7 days.

19.6 Entry into the Estate and any property brought onto the Estate shall be at owner's own risk or the risk of the lessee or visitor.

19.7 No parking outside demarcated zones in common areas are permitted.

19.8 No motorised vehicles are permitted on the riverfront grass area particularly at the jetties and braai area's.

20 REFUSE

- 20.1 Duplex and single residential owners refuse to be placed on the pavement curb by 09:00 on Mondays and Fridays.
- 20.2 Only accepted plastic rubbish bags are allowed to be used for household waste, boxes, shopping bags or any other container will be used to discard household waste.
- 20.3 No refuse bags may be placed or left in the passages of the Units. All refuse bags must be placed in the designated refuse areas.
- 20.4 No unauthorised burning of waste material, refuse, garden cuttings or litter in the Estate is permitted.

21 DOMESTIC WORKERS

- 21.1 All private domestic workers must be registered with Security Manager before entrance will be allowed into the Estate.
- 21.2 All domestic workers must be issued with a Riverspray domestic overall, payable by the employer of that specific domestic worker. Overalls are obtainable from reception at the gate house.
- 21.3 Domestic workers are required to wear their overalls at all times while on the Estate.

22 OCCUPATION OF UNITS

A maximum of 2 people per bedroom for permanent occupation is allowed. This rule applies to all units on the Estate (flats, duplexes, single residential, etc.)

23 COMMON PROPERTY

- 23.1 Any damages to common property or property owned by Contractors of the HOA caused by tenants, will be charged to the owner's levy account.
- 23.2 No music will be allowed on common property areas, ie braai-areas, swimming pool, etc.
- 23.3 No person shall urinate on the common property for any reason.

24 CLUB HOUSE/ BRAAI FACILITIES

- 24.1 Use of the three Lapas at the riverfront for a reserved function shall only be permitted Monday to Friday during off-peak season, and to such needs to be approved by the HOA.
- 24.2 The Lapa must be booked in advance with the HOA on a first come-first served basis and there will be a fee payable for the use of the facility as determined by the Board from time to time.
- 24.3 Any person using the braai facilities must ensure that they tidy up after they have completed using the facility, failing which the HOA shall be entitled, but not obliged, to clean the facility and to recover the cost from the home owner / tenant.

25 ELECTRIC & WATER METERS

- 25.1 All properties will be fitted with a prepaid electricity meter issued by the HOA and no other form of electrical connection will be permitted.
- 25.2 If a meter should become faulty or stop working, the estate office must be notified immediately and the estate office will arrange for a

replacement meter to be supplied at the price if the meter as determined from time to time for the account of the property owner.

25.3 If a meter cannot be replaced for any reason, the Estate Manager can approve that the meter is bypassed on condition that a new meter is installed within 24 hours. If a meter is bypassed and not replaced within 24 hours, a levy of R100.00 per day (or an amount determined from time to time) will be added to the levy account for electricity until the meter is replaced.

25.4 Should a meter be tampered with or should the electrical meter be bypassed without the approval of the Estate Manager, the resident will be subject to a fine of R5,000 (five thousand rand) per month or part of the month or an amount determined from time to time by the Directors of the HOA. If the average electricity usage of the past 3 months exceeds R5,000 per month the fine will be the average of electricity usage for the last 3 months plus R5,000, or a fine rate determined by the service provider.

26 GENERAL

26.1 All Members shall keep their properties free of termites, borer, mice, rats and other vermin and insects.

26.2 Hobbies or other activities which produce excessive noise, unpleasant odours and cause any nuisance to other Members are not allowed.

26.3 Members must ensure that all drains on their property are kept in a sanitary condition and that no foreign objects are flushed down the toilets.

26.4 No electricity generating plant, windmill or similar machinery may be used without the consent of the Directors of the Association or Estate Management.

- 26.5 No boreholes, spikes or wells may be sunk on the property without the approval of the Board of Directors and after being approved by all the neighbours.
- 26.6 No fireworks whatsoever may be used in the Riverspray Estate.
- 26.7 No slaughtering of cattle or any livestock is allowed on the Estate.
- 26.8 No signs/stickers are allowed to be placed on any wall, window, door or building.
- 26.9 No public urination or any form of public indecency will be permitted and fines and /or criminal prosecution will be implemented.
- 26.10 Only accepted swim wear will be allowed at the Riverfront and Swimming Pool. No person will be permitted to swim in their underwear or normal clothing in the Pool Area or Waterfront.
- 26.11 Home Owner/s, Tenant/s and Guest/s are responsible for the safety of their children at all times.
- 26.12 No loud music will be accepted on the estate or at the waterfront. If another resident asks for the music to be turned down, this will be sufficient proof that the music is too loud. When people are on their boats and moor at the jetty, the same rules will apply to music that is being played on the water craft.
- 26.13 All residents will behave appropriately on the estate, any form of Sexual Behaviour at the Riverfront or in the Pool or on common area will not be accepted.
- 26.14 No Glass of any kind will be permitted in the Swimming Pool area.

26.15 No Alcohol will be permitted in the Swimming Pool area.

26.16 At no time will Newspaper or any other form of unsightly window covering be allowed in the Entire Estate. If someone is deemed to have unsightly window coverings they will be instructed to remove them immediately and if they are not moved the resident will be subject to a fine.

26.17 At all times, all members behaviour will meet the test of a reasonable person. MOI