

**CONSTITUTION**

**OF**

**THE HOMEOWNERS ASSOCIATION**

**OF THE**

**NAUTILUS BAY COASTAL RESERVE**

1. **NAME**

The name of this Association is THE HOME OWNERS ASSOCIATION OF THE NAUTILUS BAY COASTAL RESERVE (a legal entity established by virtue of Ordinance 15 of 1985).

2. **DEFINITIONS**

In this Constitution, unless the context indicates the contrary:

- 2.1 **“Association”** means the HOME OWNERS ASSOCIATION OF THE NAUTILUS BAY COASTAL RESERVE which Association has been established in terms of the provisions of Section 29(1) of the Land Use Planning Ordinance No 15 of 1985, with the objectives and powers as more fully set out herein;
- 2.2 **“Common Property”** means those areas or Units in the Development not designated for private ownership by Members, and without derogating from the generality thereof, shall include:
- 2.2.1 those Units in the Development registered in the name of the Association for the benefit of its Members, as more fully set out in the Title Deeds T009542/10 and T057367/10; and
- 2.2.2 those Units or areas in the Development designated as Common Property from time to time by the Association, authorised by its Members;
- 2.3 **“Development Conditions”** means the Development Conditions annexed hereto as Annexure “A”, and shall include any amendments or additions thereto imposed from time to time by the Association;
- 2.4 **“Developer”** means VURU VURU ESTATE WEST PROPRIETARY LIMITED, REGISTRATION NUMBER 1999/006617/07, or its successors-in-title;
- 2.5 **“Development”** means the development known as the Nautilus Bay Coastal Reserve, established on the Property, for the purpose of a private nature reserve and private holiday homes;
- 2.6 **“Executive Committee”** mean the committee as contemplated in clause 6 herein;
- 2.7 **“Financial year”** means the period from 1 March during a given calendar year until the last day of February during the subsequent calendar year;
- 2.8 **“Local Authority”** means the Municipality and Division of Mossel Bay, Western Cape Province, or its successor in title;

- 2.9 **“Management Plan”** means the report titled the Vuru-Vuru Environmental System, being the environmental management report of the Development;
- 2.10 **“Member”** means a Member of the Association and a registered owner of a Unit, as contemplated in clause 5 herein;
- 2.11 **“Mossgas Agreement”** means a written agreement between Mossgas 1985 Proprietary Limited (or its successors-in-title), the Association and the Developer, as contemplated in clause 18 herein;
- 2.12 **“Phase 2”** means the development of a Portion (in extent approximately 186 hectares) of Portion 3 of the Farm Klipfontein No 249, Division of Mossel Bay, Republic of South Africa, in terms of a Development Zone II and Open Space Zone III (nature reserve) zoning, as contemplated in clause 19 herein;
- 2.13 **“Private Open Spaces”** means that portion of a Unit on which no building(s) shall be erected;
- 2.14 **“Property”** means Portion 1 of the Farm Klipfontein No. 344, in the Municipality and Division of Mossel Bay, Western Cape Province, Republic of South Africa, and all and any subdivisions thereof, as more fully indicated on General Plan No SG 1442/2002, as approved on 05/12/2002 ;
- 2.15 **“Unit”** means a sub-divided portion of the Property, as more fully indicated on General Plan No SG 1442/2002;
- 2.16 words importing the singular shall include the plural and the converse shall also apply; the masculine gender shall include the feminine and neuter genders shall include the masculine and feminine genders.

### 3. HEADNOTES

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

### 4. OBJECTIVES AND POWERS

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

#### 4.1 Main objectives

The main objectives of the Association are:

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

the environment, the region as well as the country.

## 4.2 Powers and Implementation

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

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

a) Full time:

The following persons must be employed on a full time basis:

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

b) Part time:

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

- 4.2.9 to appoint any agent to duly fulfill any of the obligations and/or functions of the Association.
- 4.2.10 to liaise with the Local Authority, or any other competent authority or party with regards to any aspect of the management of the Development;
- 4.2.11 to ensure that all Members at all times keep their Private Open Spaces in a tidy and clean condition as well as to comply with any other stipulation(s) in relation to such spaces;
- 4.2.12 to implement the necessary security measures from time to time with regards to access to the Development by the general public;
- 4.2.13 to establish or revoke any regulation(s) and/or guideline(s) and to ensure that all Members duly conform to the objectives of the Association, which regulation(s) and/or guideline(s) will be equally applicable to all Members;
- 4.2.14 to levy any fines on any Member who failed to duly fulfill any of his/her/its obligations in terms of this Constitution;
- 4.2.15 to constitute any guideline(s) and/or standard(s) to optimize co-existence by owners of, and visitors to, Units in the Development in order to achieve the main objectives of the Association, as well as to ensure maximum enjoyment of the Development by all such parties;
- 4.2.16 to subscribe to and support all aspects of nature conservation;
- 4.2.17 to amend the contents of the Development Conditions from time to time, if necessary;
- 4.2.18 to ensure that no pets are kept in the Development;
- 4.2.19 to procure the necessary consent by any Member(s) to facilitate the provision of any essential services on any Private Open Space(s), which Member's consent shall not be unreasonable withheld; and
- 4.2.20 to do, or cause to be done, all that is necessary or required to maintain and advance the objectives of the Association.

## 5. MEMBERS

- 5.1 Membership of the Association shall be compulsory and automatic upon the registration of

any Unit(s) in the name of a Member and Members shall be obliged to comply with the provisions of this constitution and any rules or regulations made in terms hereof.

- 5.2 No person or party shall be entitled to cease to be a member of the Association while remaining the registered owner of a Unit, or be entitled to resign therefrom.
- 5.3 When a Member ceases to be a registered owner of a Unit he/she/it shall *ipso facto* cease to be a member of the Association.
- 5.4 Membership shall be transferred by the passing of transfer of any Unit from the previous Member to the new Member.
- 5.5 A Member shall not be entitled to sell or transfer a Unit unless it is a condition of the Deed of Sale that the new purchaser become a Member of the Association.
- 5.6 A Member may be a private person, a legal person or any other body or entity legally entitled to be the registered owner of land in terms of South African law.
- 5.7 Where more than one person, body or entity as contemplated in clause 5.6 above are the registered owners of a Unit, such registered owners shall jointly be deemed to be one Member, but such registered owners shall be jointly and severally liable for the due fulfilment of all obligations arising from such membership.

## 6. EXECUTIVE COMMITTEE

- 6.1 The Executive Committee shall consist of 5 (five) resident Members, or the spouses of resident Members, elected at the Annual General Meeting of the Association. Any Executive Committee member shall be eligible for re-election.
- 6.2 An Executive Committee member shall cease to hold office as such if:
  - 6.2.1 he/she by notice in writing to the Executive Committee resigns his/her office;
  - 6.2.2 he/she is or becomes of unsound mind;
  - 6.2.3 he/she surrenders his/her estate as insolvent or his/her estate is sequestrated;
  - 6.2.4 he/she is convicted of an offence which involves dishonesty;
  - 6.2.5 he/she absents himself/herself from 3 (three) consecutive meetings of the Executive Committee without special leave of absence from the Executive Committee;
  - 6.2.6 by resolution of a general meeting of the Association he/she is removed from his/her office; and
  - 6.2.7 he/she ceases to be a registered owner of a unit.
- 6.3 The following shall be applicable to meetings of the Executive Committee:

- 6.3.1 the Executive Committee shall meet at such time and place as shall be decided from time to time;
- 6.3.2 a meeting may be conducted in full or in part by way of telephone- or video conference;
- 6.3.3 3 (three) Executive Committee members may at any time convene such a meeting by giving to the other members no less than 10 (ten) days written notice of the proposed meeting, which notice shall specify the reason for calling such a meeting: *provided that* in cases of emergency such shorter notice as is reasonable in the circumstances may be given.
- 6.3.4 4 (four) members shall form a quorum at any meeting of the Executive Committee.
- 6.3.5 Within 7 (seven) days from the Annual Meeting the Executive Committee shall meet and elect from its Members a chairman. The chairman elected shall hold office as such until a new chairman is elected.
- 6.3.6 All matters at any meeting of the Executive Committee shall be determined by a majority of those present and voting. In the event of any equality of votes, the chairman of any meeting shall have a casting vote as a deliberate vote.
- 6.3.7 The Executive Committee may from time to time appoint a secretary and a treasury, or a secretary/treasurer.
- 6.3.8 The Executive Committee shall keep minutes of all its meetings which shall be available for inspection by any Member on request.
- 6.4 The management and administration of the Association shall vest in the Executive Committee which may exercise all such powers of the Association and do, on behalf of the Association, all such acts as may be exercised and done by the Association itself. Without in any way limiting the generality of the foregoing such powers shall include, but not be limited to, the following:
  - 6.4.1 the performance of such acts as are necessary to accomplish the objectives expressed or implied herein;
  - 6.4.2 the investment and re-investment of monies of the Association, not immediately required, in such manner as may from time to time be determined;
  - 6.4.3 the operation of a banking account with all powers required by such operation;
  - 6.4.4 the making of, entering into and carrying out of contracts or agreements for any of the purposes of the Association;
  - 6.4.5 the employment and payment of agents, servants and any other parties;
  - 6.4.6 the making, amendment and repeal of rules which shall be binding upon Members as if they form part of this Constitution;
  - 6.4.7 the right to sue and to defend an action in the name of the Association and to appoint

legal representatives for this purpose;

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

## 7. GENERAL MEETINGS OF THE ASSOCIATION

- 7.1 The Association shall hold a general meeting annually as its Annual General Meeting, in addition to any other general meetings during that year, and shall specify the meeting as such in the notices, calling such a meeting. Such a meeting to be held on a day determined by the Executive Committee, but shall take place during the period from 16 December of the one year to 31 March of the next year.
- 7.2 Such Annual General Meeting shall be held at such time and place, subject to the foregoing provisions, as the Executive Committee shall decide from time to time.
- 7.3 All general meetings other than Annual General Meetings shall be called "special general meetings".
- 7.4 The Executive Committee may, whenever it thinks fit, convene a special general meeting.
- 7.5 An Annual General Meeting shall be convened on not less than 21 (twenty one) days' notice in writing to Members the notice shall be inclusive of the day on which it is given and shall specify the place, the day and the hour of the meeting as well as the general nature of the matter to be discussed; *provided that* any meeting shall, notwithstanding that it is called by shorter notice than that specified, be deemed to have been correctly called if it is so agreed by 80% (eighty per cent) of the Members present during such meeting.



- 7.6 The accidental omission to give notice of a meeting to, or the non-receipt of a notice of a meeting by any person entitled to receive such notice, shall not invalidate the proceedings of that meeting.
- 7.7 No matter shall be discussed at any such meeting unless a quorum is present when the meeting commences. Save for the purposes of a resolution required in terms of clause 11 and 13 thereof, a quorum for all other purposes shall be Members present in person or by proxy and holding not less than 20% (twenty per cent) of the total number of votes available to be cast by Members at the time that such meeting commences.
- 7.8 The chairman of the Executive Committee shall preside at every General Meeting.
- 7.9 At all General Meetings, resolutions put to the vote shall take place by the show of hands, unless by majority vote the meeting decides that voting shall be by ballot in which event the ballot shall take place immediately. Voting, whether by show of hands or by ballot, shall take place in accordance with the following provisions:
  - 7.9.1 each Member present in person shall have one vote for each Unit registered in his/her name;
  - 7.9.2 multiple owners of a single Unit shall collectively have one vote as contemplated in clause 7.9.1 above;
  - 7.9.3 each person as proxy for a Member shall have, on behalf of the Member who/which is represented, the voting rights according to the provisions of clause 7.9.1 above;
  - 7.9.4 each Member and person present as proxy for a Member shall indicate clearly how he/she casts each vote to which he/she is entitled as aforesaid;
  - 7.9.5 the Developer, or its duly authorised representative, shall have voting rights in accordance with the provisions of clause 7.9.1 above;
  - 7.9.6 all resolutions shall, except as applicable to special general meetings, be by simple majority of those Members present in person or proxy at the meeting and voting; and
  - 7.9.7 the chairman of the meeting shall count the votes cast for and against the resolution and shall declare it carried or lost as the case may be.
- 7.10 In addition, to any other matters required to be dealt with at an Annual General Meeting, the following matters shall be dealt with at every Annual General Meeting:
  - 7.10.1 in consideration of the chairman's report;
  - 7.10.2 the election of the Executive Committee;
  - 7.10.3 the consideration of the report of the auditors and fixing of their remuneration;
  - 7.10.4 the confirmation of any budget proposed by the Executive Committee;
  - 7.10.5 the consideration of any other matters raised at the meeting including any resolutions

proposed for adoption by such meeting and the voting upon any such resolutions; and

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

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

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

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

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

## 8. SUBSCRIPTIONS (LEVIES)

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

8.2 The Executive Committee shall be entitled at its discretion to increase the annual subscription from time to time.

8.3 The annual subscription shall commence on a date to be determined by the Executive Committee. Subscriptions during subsequent year periods will be payable as follows:

8.3.1 on the first day of March of a given financial year (if payable annually in advance); or

8.3.2 on the first day of each calendar month with effect from March of a given financial year (if payable monthly in advance).

8.4 The Executive Committee may from time to time determine and collect special levies from Members in addition to the annual subscriptions should the need for such additional levies arise or circumstances so dictate.

8.5 If the annual subscription, whether payable annually or monthly in advance, is not paid within 90 (ninety) days of due date, then such subscription shall become delinquent and the Association may institute legal proceedings against the Member for the recovery thereof and the costs of such proceedings shall be added to the subscription due by the delinquent Member. A Member whose subscription is delinquent for the current year shall not be entitled to nominate candidates for election to serve on the Executive Committee.

## 9. ACCOUNTS

- 9.1 The Executive Committee shall cause proper books of account of the administration and finance of the Association to be kept at the *domicilium* of the Association, or such other place or places as it may think fit, for inspection by any Member.
- 9.2 The Executive Committee shall cause to be laid before the Association in Annual General Meetings, books of account, balance sheets and reports of or to the Association.
- 9.3 At least once a year the accounts of the Association shall be examined and the correctness of the income and expenditure account and the balance sheets ascertained by the auditors.

## 10. DOMICILIUM

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

- 10.1 the Association at:

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

- 10.2 each Member at:

the registered address of the relevant Unit(s).

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

## 11. AMENDMENTS TO THE CONSTITUTION

Any amendments to the Constitution must be:

- 11.1 passed by a resolution of not less than 75% (seventy five per cent) of Members present and entitled to vote at a general meeting; and
- 11.2 confirmed by the Local Authority and the Developer (should the developer still be the registered owner of unit(s) at the time of the adoption of such resolution) in writing.

## 12. NON-LIABILITY OF MEMBERS

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

### 13. PRIVATE OPEN SPACES

- 13.1 Such areas shall comprise that portion of a Unit on which the erection of any buildings or improvements is prohibited, as indicated on the site plan approved by the Local Authority in respect of each Unit.
- 13.2 No Private Open Space, or portion thereof, may be:
  - 13.2.1 separately sold, let, alienated, subdivided or transferred or otherwise be disposed of or encumbered; or
  - 13.2.2 subjected to any rights whatsoever, essential services excluded; or
  - 13.2.3 structurally improved without the prior written consent of:
    - 13.2.3.1 the Association by means of a special resolution to be passed at an Annual General Meeting by at least 75% (seventy-five per cent) of Members present and entitled to vote; as well as,
    - 13.2.3.2 the Developer as registered owner of a Unit(s); as well as,
    - 13.2.3.3 the Local Authority.
- 13.3 Any improvement(s) or alteration(s) to any Private Open Space, if approved, must comply with the provisions of the Development Conditions, as well as the Management Plan.

### 14. DISPUTE SETTLEMENT

- 14.1 Should any dispute or doubt arise as to the interpretation of this Constitution or any rules and regulations of the Association, the Executive Committee shall be the final arbitrator and its decision shall be binding upon the Members.
- 14.2 Should any dispute(s) arise with regard to any other aspect as referred to under 14.1 above then such dispute(s) shall be dealt with as follows:
  - 14.2.1 if such dispute is of a legal nature then it shall be referred to a practising senior advocate with at least 5 (five) years relevant experience;
  - 14.2.2 if such dispute is of a technical nature then it shall be referred to a duly qualified and competent professional person with at least 10 (ten) years of experience in a related field;
  - 14.2.3 should the parties to such dispute not agree to the hereinbefore mentioned nominations then the President of the Western Cape Law Society (or its successor-in-title) shall be requested to act therein as arbitrator who shall be entitled to nominate any person to act as arbitrator on his behalf;

- 14.2.4 any arbitrator shall not be bound to follow strict principles of law but may decide that the matter submitted to him/her according to what is considered in terms of which strict rules of law need not be observed or taken into account by him/her in arriving at a decision. Such procedures must be dealt with as informally and expeditiously as possible;
- 14.2.5 the arbitrator shall, in the event that the parties to such dispute cannot agree thereto, make a decision with regard to the liability of such parties as to costs incurred in the attainment of such settlement by arbitration;
- 14.2.6 all parties, as part to a dispute or otherwise, shall be bound by the decision of such an arbitrator whose decision may be made an order of any competent court of law; and
- 14.2.7 notwithstanding the reference herein as “an arbitrator” such person shall act as an expert and shall therefore not be bound by the provisions of the laws of Arbitration of the Republic of South Africa.

**15. SUBMISSIONS OF PLANS**

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

**16. SUBDIVISION AND CONSOLIDATION**

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

- 16.1 development thereof will be subject to the relevant provisions as contained in the Development Conditions; and
- 16.2 voting rights of the relevant Member shall be determined in accordance with the provisions under clause 7.9 herein.

**17. PLANTS**

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

**17.1 General**

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

**17.2 Units**

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

### 17.3 Private Open Spaces

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

## 18. MOSSGAS AGREEMENT

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

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

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

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

18.2 the Developer or Association as the:

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

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

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

## 19. PHASE 2

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

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

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

19.3 Members in the Development will have reasonable access to the common property in phase

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

- 19.4 a written agreement will be entered into between the then owners of the two properties which agreement will contain all relevant provisions with regard to such future relationship to the mutual benefit of both developments and the future owners thereof. The content of such an agreement will, if deemed necessary, be notarially executed and registered to render it binding upon the Home Owners Associations of both developments in future.

20. **RIGHT OF ACCESS**

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

- 20.1 such right shall endure for the life duration of the said Nortjé; and
- 20.2 access to the Development by the said Nortjé shall be restricted to the adjacent coast solely for purposes of angling during all reasonable times.

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## **ANNEXURES**

### **Annexure "A": Development Conditions**

- Building Rules
- Architectural Guidelines