**A G R E E M E N T**

entered into between

**GOLDEX 16 (PROPRIETARY) LIMITED**

(Registration No. 2004/027296/07)

(“the seller”)

and

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

(“the purchaser”)

The seller and the purchaser hereby enter into an agreement of sale on the terms and conditions more fully set out hereafter.

SIGNED by the parties and witnessed on the following dates and at the following places respectively:

| DATE |  | PLACE | WITNESS | SIGNATURE |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
|  |  |  | 1. | For: GOLDEX 16 (PROPRIETARY) LIMITED |
|  |  |  |  |  |
|  |  |  | 2. | ("the seller") |
|  |  |  |  |  |
|  |  |  | 1. |  |
|  |  |  |  |  |
|  |  |  | 2. | ("the purchaser") |
|  |  |  |  |  |

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**1 Dec 16**

**CONDITIONS OF SALE**

1. PRELIMINARY

 These conditions of sale and the annexures herewith, shall be deemed to be incorporated in and to form part of the agreement to which they are annexed.

1. DEFINITIONS
	1. In this agreement, unless otherwise indicated by or inconsistent with the context, the following terms shall have the meanings assigned to them hereunder, namely -
		1. "Act" means the Sectional Titles Act, No 95 of 1986, as amended and includes all regulations made in terms thereof;
		2. "agent" means \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
		3. "agreement" means the agreement and these Conditions of Sale attached thereto;
		4. "attorneys" means KNOWLES HUSAIN LINDSAY INC;
		5. "attorneys trust account" means the trust account held by the attorneys at Nedbank, Business Northrand Branch, account number 1469018578, Branch Code 146905;
		6. "buildings" means the dwelling house to be erected and completed by the purchaser in terms of clause 4.1 pursuant to the real right of extension, the plans and the unit type plan;
		7. "common property" means the land and such parts of the buildings as are not included in any section;
		8. "developer" means the seller or its successors in title or assigns having the rights and powers conferred on a developer by the Act;
		9. "draft sectional plan of extension" means the draft sectional plan of extension of the scheme in so far as it relates to the real right of extension to be prepared for the buildings and the exclusive use area in accordance with the Act and substantially in accordance with the plans;
		10. "exclusive use area" means the garden area surrounding the buildings;
		11. "guarantee date" means a date being not less than 30 (thirty) days from the date upon which the suspensive condition in clause 11.1 has been fulfilled or is deemed to have been fulfilled, as the case may be;
		12. "land" means subdivision 9 (of 4) of the farm LUCIANA 214, District Parys;
		13. "plans" means collectively the plans reflecting the scheme, the buildings, the unit type plan and that portion of the land which is subject to the real right of extension, copies of which are annexed hereto and are collectively marked “A”;
		14. "property" means collectively the land and all improvements erected thereon, including the buildings;
		15. "purchase price: means R\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) inclusive of value-added tax;
		16. "deposit" means R\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;
		17. "balance of the purchase price" means R\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_);
		18. "purchaser's address" means: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

physical:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 postal: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ telefax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 e-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ telephone no: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(work)

 (home): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(cell):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

* + 1. “required mortgage loan” means R\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ which sum is to be applied by or on behalf of the purchaser in payment or part payment, as the case may be, of the balance of the purchase price.
		2. "real right of extension" means that portion described as site \_\_\_(RR)\_\_\_ in extent \_\_\_\_\_\_\_\_\_\_\_\_\_\_ square metres of the right to be reserved by the seller upon the opening of the sectional title register to erect and complete a further building or buildings on the common property in terms of section 25(1) of the Act and as shown on the plans;
		3. "scheme" means the sectional title scheme registered in respect of the land;
		4. "the sectional title register" means a sectional title register in respect of the property within the meaning of Section 12(1)(b) of the Act;
		5. "seller's address" means –

 physical: 243a Louis Botha Ave, Orange Grove, Johannesburg

 postal: P O Box P O Box 46041, Orange Grove, 2119

 telefax: (011) 4851990

 e-mail: info@waterfordonvaal.co.za

 (telephone no): 083 964 0000

* + 1. "transfer" means registration of the notarial deed of cession of the real right of extension into the name of the purchaser;
		2. "unit type plan" means any one of the unit type plans of the buildings which are annexed as part of Annexure "A" as selected by the purchaser and which conforms with the plan to be lodged by the seller with the Registrar of Deeds with the application for registration of the real right of extension. Additional unit type plans may be accepted by the seller prior to the date on which the real right of extension is registered, provided that such plan substantially conforms with the Design Manual – Architectural and the plans;
	1. In this agreement, unless the context otherwise requires –
		1. words and expressions used in the Act shall have the same meaning as have been assigned to them in terms of the Act;
		2. the masculine shall include the feminine and vice versa and they shall both include neuter;
		3. the singular shall include the plural and vice versa;
		4. the headings are used for reference only and are in no way to be deemed to explain, modify, amplify or aid in the interpretation of this agreement.
1. SALE

 The seller hereby sells to the purchaser, who hereby purchases, the real right of extension from the seller on the terms and conditions set out in this agreement.

1. UNDERTAKINGS BY PURCHASER
	1. The purchaser undertakes, within 1 (one) year from the date of transfer to erect and complete the buildings strictly in accordance with the plans and in accordance with building plans and specifications, including landscaping, that comply with the provisions of clause 4.4. The 1 (one) year period may be extended with the written consent of the seller, which consent may be refused in the seller's sole discretion.
	2. Should the purchaser fail to comply with the provisions of clause 4.1 then the seller shall be entitled to give the purchaser 30 (thirty) days’ notice in writing to commence and complete the erection of the buildings and should the purchaser still be in default and fail to comply with the notice, the seller shall be entitled to compel the purchaser to pay to the Body Corporate an amount of R5,000 (five thousand rand) per month for each month which elapses between the date 1 (one) years from the transfer date to the date of compliance with clause 4.1 by the purchaser.
	3. The purchaser shall be entitled to resell or transfer the right of extension, before complying with the provisions of clause 4.1 on condition that he obtains the written consent of the seller, which consent may be granted or refused in the seller’s absolute discretion, may only resell through the Seller or its nominees while the Seller still has unsold rights of extension and further on condition that the purchaser has inserted in his purchase agreement with the third party purchaser provisions similar to the provisions referred to in clause 4.1 and clause 5, or such other conditions as the seller may impose. For clarity, it is recorded that any resale purchaser shall be obliged to erect and complete the buildings within the period contemplated in clause 4.1.
	4. The purchaser shall be obliged to ensure that any contractor that is to be appointed by him to erect and complete the buildings and the landscaping shall comply with the unit type plan, the design and design specifications as determined by the seller’s preferred architect, Gavin Warburton Architects and with the provisions of the Design Manuals attached hereto marked Annexure D and E respectively. Should there be any discrepancy between the unit type plan and the said design specifications, on the one hand and the design manuals, on the other hand, the former shall prevail.
	5. Forthwith on completion of the buildings the purchaser shall be obliged at his cost to procure that the draft sectional plan of extension is drawn, approved by the Surveyor General and then registered in the deeds registry.
2. BUILDING PLANS
	1. The building plans of the buildings and the landscaping shall comply and be in accordance with the provisions of clause 4.4. An initial Architect design fee of R30,000 ex Vat for a choice of one of any of the standard house plan types is payable to the developer directly. Thereafter, council submission & building plans shall be prepared by the seller's preferred architect, Gavin Warburton & Associates Architects, or any other architect appointed by the seller from time to time.
	2. The purchaser is entitled to one visit to the architect to determine if any changes are required to the standard unit chosen. The architect's fee for the preparation of council submission plans & construction/tender drawings (See Annexure D) shall be 3.5% ex Vat of the building cost ex vat. Optional site supervision/contract administration will be charged at a fee of 1.5% ex Vat of the building cost ex vat. Any minor changes required to standard unit design types shall be charged for by the architect at R1,200 per hour ex Vat. Such fee may be revised after 1 year from signature date. In this instance a fee deposit of R12,000 is payable in advance before design changes are commenced. All payments in this clause as well as print charges are payable directly to the architect.
	3. Should a purchaser elect not to avail of the architect’s services for the supervision phase, a compulsory engagement of the architect shall nonetheless apply for a ‘watching brief’ for a minimum of 4 site inspections, the purpose of which is to monitor that the construction complies with the estate’s quality standard, guidelines and architects plans. The fee for overseeing the construction shall be R 18,000 ex Vat and shall be payable directly to the architect. Such fee may be revised after 1 year from signature date
	4. All building plans shall comply strictly with the real right of extension.
	5. Any building construction undertaken in terms of clause 4 shall be undertaken by one of the seller's three preferred building contractors and shall be strictly in accordance with the approved plans and the seller’s approval. Any contractor so employed shall be obliged to sign and be bound by the Building Contractor Rules annexed hereto marked "F".
	6. No building operations may proceed unless –
		1. transfer has been registered;
		2. the building plans have been approved by the seller.
3. PURCHASE PRICE
	1. The purchase price of the real right of extension shall be payable by the purchaser to the seller as follows -
		1. the deposit shall be paid on the date of signature of this agreement to the attorneys' trust account;
		2. the balance of the purchase price, together with interest as provided for in clause 6.3, shall be paid upon transfer. Such payment shall be secured on or before the guarantee date by the delivery to the seller or its nominee of a guarantee to be issued by a registered bank or other financial institution approved by the seller and expressed to be payable in favour of the seller or its nominee for the balance of the purchase price free of exchange at Johannesburg against transfer.
	2. The deposit and any other amounts paid to the seller in reduction of the purchase price shall be held by the attorneys in trust for release to the seller –
		1. against the delivery to the purchaser of a guarantee drawn in terms of section 26 of the Alienation of Land Act, 1981 whichever occurs first. Pending such release the attorneys are hereby authorised and instructed to invest any amounts so held by them in an interest bearing trust account with a registered bank for the benefit of the purchaser.
	3. In the event that for any reason transfer is not effected within 90 (ninety) days of the date of signature hereof, the purchaser shall be liable to pay, from that date and on transfer, interest reckoned on the purchase price at a rate equal to the prime overdraft rate charged from time to time by Absa Bank Ltd to its most favoured customers in respect of unsecured overdraft facilities, calculated monthly in advance and compounded. In addition, the purchaser will also be liable to pay the Body Corporate levies as per Cl 7.1 and municipal rates and taxes from that same date until transfer.
4. CONDITIONS PENDING REGISTRATION OF THE DRAFT SECTIONAL PLAN OF EXTENSION

 On and from the date of transfer and pending registration of the completed sectional plan of extension the following conditions shall apply –

* 1. the purchaser shall be obliged to make payment to the body corporate on behalf of the seller all contributions payable by the seller to the body corporate and which are attributable to the real right of extension. Such contributions shall under no circumstances become refundable nor shall they form any portion of the purchase price, nor shall such contributions be subject to challenge by the purchaser, but the purchaser shall, should he so require, be provided with a certificate setting out the determination of the aforesaid contributions. The contributions shall be equivalent to the levies charged from time to time by the body corporate and shall be subject to seller approval;
	2. the purchaser shall be liable for all electricity and water consumed in respect of the real right of extension;
	3. the purchaser may use and enjoy the common property but shall do so in such manner so as not to interfere with the use and enjoyment thereof by other section holders or other persons lawfully upon the property. The purchaser shall ensure that his tenants, invitees and employees comply with the provisions of this clause;
	4. the purchaser shall not use the buildings or the exclusive use area or permit same to be used in such manner or for such purposes as shall cause a nuisance to any occupier of a section or the common property or interfere with the amenities of the property or so as to breach any law, ordinance or by-laws or any town planning scheme in force or to come into force in relation to the land;
	5. the purchaser shall comply with all rules of the body corporate whatever form they may take as if he were a member of the body corporate.
1. SECTIONAL TITLE REGISTER AND EXERCISE OF REAL RIGHT OF EXTENSION
	1. It is recorded that –
		1. the sectional title register has been opened in respect of the land; and
		2. a certificate of real right has been registered in favour of the seller, inter alia, in respect of the real right of extension.
	2. The purchaser acknowledges and records that he is aware that a period of 20 (twenty) years reckoned from 29 June 2006 has been stipulated within which the real right of extension can be exercised.
2. CONDITIONS UNDER WHICH TRANSFER IS TO BE GIVEN
	1. The purchaser shall accept transfer subject to -
		1. all provisions of the Act;
		2. such conditions contained or referred to in the sectional title register and those which relate to real right of extension.
	2. The real right of extension is sold “voetstoots”.
	3. Transfer shall not be effected, notwithstanding anything else to the contrary herein contained until such time as the purchase price as set out above and all other amounts for which the purchaser may have been liable in terms hereof prior to the date of transfer have been paid or suitably secured as aforesaid.
	4. Transfer shall be effected by the attorneys at the cost of the purchaser who shall be obliged to pay all costs of transfer within 7 (seven) days of receipt of written notice from the attorneys requiring such payment provided that such notice shall only be given by the attorneys within a reasonable time prior to registration of transfer.
	5. The purchaser shall be obliged to sign all documents prepared by the attorneys to give effect to the provisions of this agreement within 3 (three) days of demand and, if the documents are signed other than at the offices of the attorneys, the documents shall be signed on date of receipt thereof and delivered to the attorneys within 3 (three) days of signature.
3. BREACH
	1. If either party ("the defaulting party") fails to pay any amount on due date thereof or fails to pay any other moneys which it may in terms hereof be obliged to pay, or commits any other breach of any of the terms and conditions of this agreement (or, in the case of the purchaser, of any of the rules to which the purchaser is subject in respect of the property) and fails to remedy such breach, default or non-payment within 7 (seven) days of written notice given by or on behalf of the other party ("the innocent party") calling upon it so to do, then the innocent party shall be entitled without prejudice to any other remedies that it may have at law –
		1. to cancel this agreement and, if the defaulting party is the purchaser, to retake possession of the real right of extension, in which event the innocent party shall either retain all moneys paid in terms of this agreement as being the amount which the parties record will be compensation for the damages suffered by the innocent party as a result of the defaulting party's breach of contract, or, alternatively and in lieu of such penalty, claim all damages suffered by reason of the defaulting party's breach of contract, with the right to retain any payments made under this agreement until the amount of the damages have been determined and to apply such payments towards satisfaction of the amount of such damages when it is quantified; or
		2. if the defaulting party is the purchaser, to institute action for the recovery of the balance of the purchase price together with all such other moneys as may then be owing by the purchaser to the seller.
	2. If the agreement is cancelled as hereinbefore provided, the purchaser and all persons claiming a right of occupation through the purchaser, shall forthwith be obliged to vacate the buildings and the exclusive use area and to deliver them to the seller.
	3. If the purchaser disputes the seller's right to cancel this agreement, then pending the determination of such dispute, the purchaser shall be obliged to continue to pay all amounts payable by him in terms of this agreement on the due dates thereof and the seller shall be entitled to accept such payments without prejudice to its rights of cancellation as aforesaid. If such dispute is decided in favour of the seller then such amounts so received by the seller after cancellation as aforesaid shall be deemed to have been paid to the seller prior to cancellation.
4. SUSPENSIVE CONDITION
	1. This agreement shall be subject to the suspensive condition that the purchaser (or the seller on the purchaser’s behalf) is able, within 30 (thirty) days of the date of signature hereof, to obtain in principle and in writing a loan upon the security of a first mortgage bond to be passed over the real right of extension for a sum of not less than the required mortgage loan at prevailing rates and terms of any bank or other financial institution approved by the seller
	2. Notwithstanding the provisions of clause 11.1, the seller may elect to arrange alternative finance for the required mortgage loan in the event that the purchaser is unable to obtain a loan as contemplated in clause 11.1 in which event the suspensive condition in clause 11.1 shall be deemed to have been fulfilled. Such finance shall not be subject to a rate of interest that is more than 2 (two) percentage points above the prime overdraft rate charged from time to time by First National Bank to its most favoured customers in respect of unsecured overdraft facilities.
	3. The purchaser undertakes to use his best endeavours to procure the fulfilment of clause 11.1 at his cost.
	4. The purchaser shall be liable for the costs of registering the first mortgage bond contemplated in clause 11.1 or that required in terms of clause 11.2.
	5. In the event that the suspensive condition in clause 11.1 is not fulfilled within the period specified for such fulfilment, the period shall automatically be extended until the seller, in its sole discretion, notifies the purchaser in writing that such extended period is terminated.
5. CAPACITY OF PURCHASER
	1. Should the purchaser be a company, a close corporation, or an existing trust, the signatory hereto warrants and binds himself in his personal capacity by virtue of his signature hereto -
		1. that he is duly authorised to enter into this agreement on behalf of the company, close corporation or trust;
		2. that the company, close corporation or trust is lawfully entitled to acquire and take transfer of the property;
		3. that all conditions have been complied with in order to make this agreement binding on the company, close corporation or trust; and
		4. that the company, close corporation or trust will duly and punctually comply with all its obligations in terms of this agreement.
	2. Should the signatory for the purchaser act as trustee for a company or close corporation to be formed, such signatory by his signature hereto –

* + 1. undertakes to procure that the company or close corporation for which he is acting as trustee will be duly incorporated within 3 (three) months from the date of signature hereof and that it will adopt and ratify this agreement in order that it becomes legally binding upon it; and
		2. binds himself as surety for and co-principal debtor in solidum with such company or close corporation for the due and punctual performance by it of all its obligations in terms of this agreement, under express renunciation of the benefits of exclusion and division.
	1. In the event that clause 12.2 is not fulfilled, the signatory hereto shall be deemed to have acted in his personal capacity and shall be deemed to be the purchaser in terms of this agreement.

1. COMMISSION
	1. The purchaser warrants that he was not introduced to the property or the seller by any person other than the agent and the purchaser hereby indemnifies the seller against any claim against it by any person other than the agent for commission or other like remuneration arising from this agreement.
	2. It is recorded and agreed that the agent was the effective cause of the conclusion of this agreement and commission due to the agent arising from the conclusion of this agreement shall be paid to the agent by the seller on transfer.
2. GENERAL
	1. This agreement constitutes the whole agreement between the parties.
	2. The purchaser further acknowledges that no warranties or representations of whatsoever nature by or on behalf of the seller have been made except as are recorded herein.
	3. No variation of this agreement shall be of any force or effect unless reduced to writing and signed by the parties.
	4. No relaxation or indulgence which either party may show to the other shall in any way prejudice or be deemed to be a waiver of its rights hereunder.
	5. Insofar as there may be more than one purchaser in terms of this agreement, the liability of the persons comprising the purchaser shall be joint and several.
	6. Until such time as the seller has sold all the sites in the scheme and when the purchaser becomes a member of the Body Corporate in terms of the Act, it is agreed that any vote that the seller may make at a Body Corporate meeting or in terms of a resolution, the purchaser agrees to make an identical vote either by show of hands, poll or by proxy which will automatically be given in favour of the seller.
3. DOMICILIUM CITANDI ET EXECUTANDI
	1. The parties choose as their domicilia citandi et executandi for all purposes under this agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature (including the exercise of any option), the following addresses :
		1. the seller: the seller's address (excluding the seller's telephone number);
		2. the purchaser: the purchaser's address (excluding the purchaser's telephone number).
	2. Any notice or communication required or permitted to be given in terms of this agreement shall be valid and effective only if in writing but it shall be competent to give notice by telefax.
	3. Either party may by notice to the other party change the physical address chosen as its domicilium citandi et executandi to another physical address where postal delivery occurs in the Republic of South Africa or its postal address or its telefax number, provided that the change shall become effective on the 7th business day from the deemed receipt of the notice by the other party.
	4. Any notice to a party –
		1. sent by prepaid registered post (by airmail if appropriate) in a correctly addressed envelope to it at an address chosen as its domicilium citandi et executandi to which post is delivered shall be deemed to have been received on the 7th business day after posting (unless the contrary is proved);
		2. delivered by hand to a responsible person during ordinary business hours at the physical address chosen as its domicilium citandi executandi shall be deemed to have been received on the day of delivery; or
		3. sent by telefax to its chosen telefax number stipulated in clause 15.1, shall be deemed to have been received on the date of despatch (unless the contrary is proved).

 Notwithstanding anything to the contrary herein contained a written notice of communication actually received by a party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen domicilium citandi et executandi.

1. CESSION AND ASSIGNMENT

The seller shall be entitled to cede its rights under and assign its obligations in terms of this agreement to any third party prior to transfer.

1. DEVELOPMENT OF THE LAND AND ADJACENT LAND
	1. Where services are to be installed on the adjacent land, the seller undertakes that the necessary servitudes will be registered after completion of the services.
	2. The purchaser agrees, acknowledges and records that he is aware –
		1. of the seller’s intention to erect and complete, in its discretion, such buildings and facilities (including an extension to the said Classic Par 3 golf course) on the adjacent land as the seller deems fit;
		2. that the seller’s intention to erect and complete such buildings and facilities may be varied or withdrawn by the seller for any reason it believes necessary or desirable in its discretion.
	3. To the extent that any further buildings and facilities are completed by the seller, in terms of clause 17.2, the purchaser hereby irrevocably nominates, constitutes and appoints the seller as his attorney and agent, in rem suam, to vote in favour of all such resolutions by the body corporate and to sign all such documents as may be required in the discretion of the seller to –
		1. register such reciprocal servitudes over the land and the adjacent land to allow the members of the body corporate and the respective owners of the adjacent land to make joint use of the golf course and common facilities on the land and the adjacent land; including their obligation for the maintenance, repair and upkeep thereof, and/or

constitute an association to which the body corporate and the respective owners of the adjacent land shall be obliged to become members and which will regulate the rights and obligations of the body corporate and the respective owners of the adjacent land regarding the maintenance, repair, upkeep and use of the golf course and common facilities.

* 1. The purchaser shall not be entitled to interfere with or obstruct the seller from erecting buildings and further facilities on the adjacent land as contemplated in clause 17.2.

**ANNEXURE C**

### Waterford Body Corporate

###  COMMUNITY PARTICIPATION RULES

**1. INTRODUCTION**

* 1. The main objective of the development is the provision of a high quality lifestyle for residents and the intention of these rules and the powers given thereunder to the Waterford Body Corporate ("WBC") is for the protection of this lifestyle, the natural resources, architectural standards and the preservation of the environment.
	2. Happy and harmonious community living is achieved when members use and enjoy their private property as well as the public areas of the Development in such a manner as to enable other members also to use and enjoy the facilities. General consideration of all members for each other will greatly assist in achieving a harmonious community.
	3. In the event of disputes between members arising from annoyance or nuisance, the involved parties should attempt to settle the matter between themselves, exercising tolerance and consideration. Where the dispute cannot be resolved, the matter should be brought to the attention of WBC for arbitration or settlement.

**2. LEGAL STATUS**

* 1. These rules have been established by the Trustees of WBC.
	2. All owners are obliged to comply with the Community Participation Rules ("CP Rules").
	3. The registered owner or occupier of every property within the Development ("the owner") is responsible for ensuring that all members of his family, tenants, visitors, employees, contractors, contractors' subcontractors, and delivery persons, also comply with the CP Rules.
	4. WBC shall have the right in the event of a breach of a rule by an owner, his family, tenants, visitors, employees, contractors, contractors' subcontractors, and delivery persons, (and without any notice should the Trustees of WBC, in their discretion, deem that no notice is warranted) to take such action against the defaulting owner as they deem fit on behalf of WBC, including but not limited to:
		1. Remedying of the breach at the defaulting owner's cost, and/or
		2. Imposition of a fine as the Trustees deem appropriate; and/or
		3. Removal of the defaulting owner from and the barring of his access to the Development.

**3. AMENDMENTS**

* 1. Particularly in a developing Development, rules will need to be added to, amended or repealed in accordance with evolving needs of owners and the Development.
	2. These rules are therefore subject to change from time to time, and Trustees are entitled to add to, amend or repeal the rules as deemed necessary to protect the interests of the developer, WBC, the common interests of owners and the integrity of the Development as a whole.
1. **PROVISION AND MAINTENANCE OF ESSENTIAL SERVICES**

This being a Development which will not be managed and controlled directly by the Local Authority, all essential services will be under the control of WBC, and thus under the control of its members. These include:

* 1. 4.1 Streets and the services contained therein. WBC will be obliged to maintain the streets and services contained therein as well as the access road which links the Development to the main public road.
	2. 4.2 Water reticulation will be owned by WBC who shall be entitled to charge for consumption. WBC will be obliged to supply and maintain potable water to the buildings, where the home owners can have access thereto. The water supply reticulation will be constructed by the developer and WBC will have the obligation to maintain such water reticulation system in proper working order to ensure a continuous supply of water to homeowners. A praedial servitude will be registered in favour of the property registered in the name of WBC to enable it to pump and convey water from a borehole on a neighbouring property to the Development.
	3. 4.3 The sewerage reticulation system and sewerage treatment plant will be constructed by the developer and owned and maintained by WBC. Such treatment plant will be situated on an adjoining property and WBC will have a praedial servitude over the said property to protect its rights to the sewerage installations.
	4. 4.4 Electricity is supplied by Eskom. WBC will purchase electricity from Eskom and will supply and charge it to home owners by way of prepaid smartcard, which card will be supplied by WBC. The electricity reticulation system will be constructed by the Development Developer and will be maintained by WBC.

4.5 Emergency fire fighting services will be managed and controlled by WBC.

4.6 All other services that may be required to effectively manage and operate the Development, including employees and managing agents, will be employed or appointed by WBC.

**5. SECURITY AND PROTECTION**

5.1 Security is an important feature of Waterford and owners must at all times assist and comply with the security systems and procedures implemented in the Development, particularly with regard to access control.

5.2 WBC will provide and manage a security system for the Development.

5.3 Owners and their visitors and employees must adhere to security procedures and to respect the security personnel's job role.

5.4 It is prohibited to interfere with security guards in the performance of their duties. Members shall treat the security guards courteously and co-operate with them in the performance of their duties. At no time may members require or request guards to perform any duty whatsoever other than those duties for which they are employed and instructed to carry out by the employer.

5.5 Where possible, security at the gate house shall be advised in advance of the pending arrival of visitors. No non-member or his vehicle shall be permitted entry without the consent of the host member at the time at which entry is sought. However, the above restriction will not apply to emergency vehicles. Visitors must register at the gate house and complete the required form prior to access.

**6. ROADS AND TRAFFIC**

6.1 The speed limit in the Development is 40 km per hour. In the event of these limits not being adhered to, the trustees of WBC reserve the right to introduce further speed limit measures.

6.2 The trustees of WBC may, if they consider it necessary, impose a speed limit lower than that referred to in clause 6.1 above on such roads or portions thereof as they may deem fit, either temporarily or permanently.

6.3 Save where inconsistent with these rules, the Free State Province Road Traffic Ordinance applies.

6.4 All vehicles, other than electric golf carts, may only be driven on designated roads within the Development.

6.5 Pedestrians and animals shall have the right of way in all places and at all times within the Development and vehicles shall be brought to a stop whenever necessary to enable such pedestrians or animals to enjoy such right of way.

6.6 No person shall drive any vehicle at any place within the Development unless he is the holder of a valid current license which would permit him to drive such vehicle upon a public road within the Republic of South Africa.

6.7 No vehicle shall enter the Development unless admitted thereon by the guard on duty at the said gate house, provided however, that WBC may issue to its members a device enabling such members to operate the vehicle entrance gate themselves, in which event such provision shall not apply.

6.8 No person shall, within the Development, park or store any caravan, boat, trailer, truck or lorry, except with the consent of and at a place designated for the purpose by WBC.

6.9 A maximum loading of 6 tons per axle is permitted in and on the Development roads.

6.10 Owners' cars should generally be parked in their garages or designated areas elsewhere in the Development, and visitors' cars should be confined to an owner's property and sidewalk, and should not obstruct road traffic.

6.11 Revving of boat, bike, car or other engines should be restricted to the absolute minimum necessary and no repairs or reconditioning is permitted in the road or open spaces.

6.12 Excepting for regular arrival and departure, motorbikes are not permitted to drive around the Development at any time.

6.13 Excepting for bona-fide construction, golf course and Development maintenance requirements, no quad-bikes or similar are permitted in the Development.

6.14 Golf carts must be responsibly driven and in the control of a licensed driver at all times with no more occupants than designed for. Any claims that might arise in relation to the use of a privately owned golf cart in the Development will be the sole responsibility of the licensed driver and the registered owner of the privately owned golf car.

6.15 The riding of horses anywhere within the Development is prohibited.

6.16 Roller skates and skateboards may not be used in the streets.

6.17 Micro-light planes and helicopters are not permitted to land anywhere in the Development. It is planned that helicopters will use a designated helipad, subject to Aviation Authority procedures, and consent by WBC.

**7. LANDSCAPING AND PROPERTY MAINTENANCE**

7.1 All horticultural and landscape aspects of the Development including sidewalks and traffic islands will be managed by WBC.

7.2 Gardens of individual properties will also be maintained by WBC. This includes grass cutting, edging, weeding and turning over of the beds, pruning of excessive shrub growth and removal of cutting and dead plants. There is no provision for supplementary planting or tree removal.

7.3 Pool maintenance will be available at an additional cost to the owner. No pools may be topped up or filled during weekends and public holidays.

7.4 Every owner’s exclusive use area may have an irrigation system installed at the owners cost by an approved WBC irrigation contractor. Such system shall be maintained by WBC. Repairs will be done by WBC at the cost of the owner.

7.5 Although WBC maintains the gardens, an owner is permitted to improve and supplement planting to his exclusive use areas. Such plantings must be in terms of the WBC Design Manual - Landscaping.

7.6 In order to create the desired continuity of landscaping, all landscaping must be in terms of the WBC Design Manual- Landscaping.

7.7 An owner must maintain all aspects of the exterior of his house, fencing, pools and paving etc, to a suitable level of neatness and tidiness to the satisfaction of WBC.

7.8 Residents are forbidden to use a hose pipe connected to the potable water to wash cars, pavements, drive ways and to water gardens. Water is a very scarce commodity and must be preserved wherever possible.

7.9 No boreholes or wells may be sunk on the exclusive use area within the Development.

**8. PROPERTY APPEARANCE**

8.1 The planning concept for Waterford is one of openness and visual transparency. Garden areas on both street and golf course sides of any house are therefore open to viewing, and must be kept clear and uncluttered.

8.2 The storage of materials, Wendy-houses, tool sheds, boats, windsurfers, trailers, caravans, building materials, bird aviaries, motor cycles, inflatable pools and any other unsightly object are not permitted in gardens or driveways. In particular, but without limiting the generality of the aforementioned, an owner shall not hang any washing or laundry or any other items that are visible from the road or the golf course or over any boundary fence or wall. Watercraft must be stored in the boathouse area.

8.3 Owners are encouraged to keep their garage doors closed whenever possible, for the sake of the general appearance of the Development.

8.4 No advertisements or publicity material of any person, including maintenance contractors, may be exhibited or distributed without the consent of WBC who shall have the right to remove any material exhibited or distributed in contravention of this rule.

8.5 No external lighting of any description may be installed on an exclusive use area without the prior written approval of WBC.

8.6 Swimming pool motors, heat pumps and air conditioning compressor motors shall be installed in such a manner as to avoid a disturbance to neighbours.

**9. DEVELOPMENT APPEARANCE**

9.1 Owners are requested to leave the open spaces in a clean condition, and to conscientiously dispose of any litter.

9.2 No trees or plants in open spaces may be damaged or removed. Owners are requested not to plant any noxious flora in their gardens.

9.3 All vacant stands within the Development will be maintained by WBC.

9.4 WBC will maintain the irrigation dam(s) and other dams within Waterford. The river bank will be maintained by WBC, including reasonable control of the reeds along the water’s edge.

9.5 Fishing is permitted from designated areas along the shoreline only. An appeal is made to those fishing to leave any open space they use in a clean and tidy condition.

**10. NEIGHBOUR RELATIONS**

10.1 The reduction of noise, especially in this country environment, is an important criterion for all residents.

10.2 The volume of TV, music, radios, partying, children and power tools, etc. must be moderated in consideration of other owners. It must also be understood that WBC and its Trustees, the Developer, and their agents, are not responsible for "instant policing" of such problems. It is suggested that neighbours and security is notified of imminent parties, or social activities, and that all owners conform to moderate restraints.

10.3 No activity, which causes aggravation or nuisance to other owners, may be conducted in Waterford. Excepting for domestic employees, no staff may be employed by residential homeowners that require daily access to the Estate.

10.4 No activities are permitted in the open areas if they cause unreasonable nuisance to other owners.

10.5 No fireworks of any kind are permitted on the Estate, the only exception being an approved display by WBC.

**11. ANIMALS AND PETS**

11.1 Pets are permitted at the discretion of the trustees of the WBC, and such permission may be withdrawn at any time, without reason, justification or liability. Any pets or dogs which cause a nuisance, or are not on a controlled leash or in a fenced in area (which design placement and specification is to be approved by WBC), must be removed from the Development by the responsible owner.

11.2 In view of neighbour proximity and open gardens, pets need to be strictly controlled by owners, both on and off their property.

11.3 Every cat and dog must wear a tag with owner's name and telephone number. Pets must be on a controlled leash in open areas, and must not harass or be allowed to harass other persons, children, cyclists, joggers, or other pets. Dog excrement must be immediately removed by the owner.

11.4 Dogs are strictly forbidden on the golf course, and in the Development dams, at all times.

11.5 At all times, and particularly at night, pets must not create a disturbance, and should not be left unattended.

11.6 The natural fauna in the Development is to be encouraged and must not be chased or killed by pets, and no catapults, pellet guns, firearms or traps shall be used by any persons in the Development.

**12. STREAMS AND DAMS**

12.1 No persons shall launch upon any stream or dam in the Development any craft of any description whatsoever.

12.2 No person shall fish in the streams or dams.

12.3 No person shall swim in the streams or dams.

12.4 No person shall pollute or permit the pollution of the streams or dams in the Development or of the Vaal River which may, in any manner, be injurious to any plant or animal or which may, in any way be unsightly.

12.5 With many dams and water features openly accessible, parents must take responsibility for the safety of their children.

**13. DOMESTIC REFUSE**

13.1 The removal of domestic refuse shall be under the control of WBC who may, in exercising their functions in this regard from time to time, by notice in writing to all persons concerned:

13.1.1 Lay down the type and size of refuse containers to be obtained.

13.1.2 Give directions in regard to the placing of such refuse for collection.

13.1.3 Require the payment of reasonable charge for the provision of such containers.

13.2 It shall be the duty of every owner or occupier of a unit to ensure that such directions given by WBC, are fully observed and implemented.

13.3 No person shall keep any refuse within or outside his unit except in the containers aforesaid.

13.4 Containers shall not be kept in any place outside any unit except in such places as may be specifically set aside therefore or as may be approved by the trustees of the WBC from time to time.

13.5 Where, in the opinion of the trustees of the WBC, any item of refuse is of such size or nature that it cannot be conveniently removed by the refuse removal services provided or arranged by WBC it may give the person wishing to dispose of such refuse such directions for its disposal as he may deem fit.

13.6 No refuse, garden spoil or rubble may be dumped on vacant units.

13.7 No animal may be slaughtered on a unit in the Development. In the event of slaughtering being legalised by Ordinance or otherwise WBC reserves the right at the expense of the person/s requiring such facilities to erect and maintain slaughtering facilities in an area allocated for this purpose by WBC.

**14. OPEN SPACES**

14.1 No person shall anywhere in the open spaces, disturb, harm, destroy, or permit to be disturbed, harmed or destroyed, any wild animal, reptile or bird.

14.2 No person shall anywhere in the open spaces, disturb, destroy, or collect, any plant material, whether living or dead, save with the consent of or on instructions of WBC.

14.3 No fires shall be lit anywhere in the open spaces except at such place as may be designated for the purpose by the trustees of the WBC, and in a properly constructed fireplace.

14.4 No camping shall be permitted, except at a site which may be specially designated for the purpose by the trustees of the WBC.

14.5 No person shall discard any litter at any place in the open spaces, except in such receptacles and in such places as may be set aside for that purpose and designated by the trustees of the WBC.

14.6 No person shall use any open space within the Development in any manner which may unreasonably interfere with the use and enjoyment thereof by other persons in the Development.

14.7 No person shall use or conduct himself upon any open space within the Development in such a manner as may, in the opinion of the trustees of the WBC, detrimentally affect the open space or any of the amenities thereof.

14.8 No person shall, anywhere in the Development, discharge any firearm, or any airgun or pistol, except in self-defence.

**15. SWIMMING POOLS**

15.1 Swimming pools present an obvious danger to non-swimming children, but with many dams and water features openly accessible, it is recommended that parents take responsibility for their children.

15.2 Plans for swimming pools must be submitted and approved by WBC, as per any other external buildings works, before work may commence. Refer to the WBC Design Manual - Architectural for details regarding the design and construction of swimming pools.

**16. BOATING**

* 1. The trustees of the WBC will manage all aspects of boating

within the Development and in association with the

Department of Water Affairs, Rand Water and any competent Vaal Barrage authority, regarding safety and traffic measures. The trustees of the WBC have the right to limit the number of watercraft launched from Waterford if so required to comply with its town planning obligations.

* 1. All boats and boat trailers must be registered with WBC

and have identification, and be strictly limited to WBC members only. Visitor or guest boats will not be allowed under any circumstances.

16.3 An annual boat registration fee will be levied on every watercraft. This fee will cover the launching, cleaning and covering of the watercraft. No watercraft may be launched by anyone other than WBC employees.

16.4 All trailers must be returned to their storage areas after watercraft launching.

16.5 Boats must use the jetties which are unreserved and Personal Watercraft (PWC) may not use the jetties - only the designated PWC areas.

16.6 Boathouses are available at an extra cost.

16.7 Watercraft and cars may only be washed in the designated area in front of the boathouses.

16.8 The entire section of the river bordering the Development for a distance of 50 metres from the riverbank shall be regarded as a no-wake zone for all watercraft in order to minimise erosion of the river bank. The no-wake zone must be adhered to as a safety measure, to reduce noise, and to protect the water's edge from erosion. Excessive revving and motor testing must be kept to the absolute minimum necessary inside the no-wake zone, especially at the waterfront jetties.

16.9 No boats are to be beached or tied to the water's edge of the fairway along the waterfront.

16.10 More specific and detailed rules for boat users will be established from time to time.

16.11 All watercraft left unattended will be solely at the owner's risk.

**17. GOLF COURSE**

17.1 A Classic Par-3 golf course has been designed and will be developed in a manner that will ensure a pleasurable experience for players, casual strollers and viewers alike and considerable added-value for every property in the Development. More particularly the design philosophy seeks to generate involvement by the family unit. WBC will manage and control all aspects of the golf course.

17.2 Residents shall have a right to the golf course for the purpose of walking and jogging, but should stay on pathways and not interfere with golfing activities. All tees, greens and bunkers are specifically out of bounds to non-players.

17.3 The golf course may not be played by any person until such person has booked and paid the prescribed fees and agrees to abide by the rules of play.

17.4 The playing of games or sports other than golf shall not be permitted on the golf course.

* 1. No dogs are allowed on the golf course at any time.

17.6 The onus shall be on the non-golfer at all times to see to his or her own safety when walking or jogging on, or near, or otherwise using the golf course, and the liability for the consequences of injury sustained on or near the golf course shall rest with the injured person.

17.7 The retrieval of golf balls from any dams and water features shall be the sole responsibility of WBC and players are not permitted to recover golf balls.

17.8 Non-golfers shall not hinder or unreasonably disturb golfers whilst playing.

**18. DOMESTIC WORKERS**

Domestic workers may only be housed in the owner's house and not elsewhere in the Development. A char service will be available at an extra cost.

### ANNEXURE D

**WATERFORD GOLF AND RIVER ESTATE**

**DESIGN MANUAL - ARCHITECTURAL RIVERFRONT (units 1 to 28)**

**1. PURPOSE OF MANUAL**

* 1. The design manual lays down the design parameters to facilitate and control technical and aesthetic aspects of the units (1 to 28) in the scheme with particular reference to the design and external appearance of all buildings, structures and features.

In order to achieve a harmonious and aesthetically pleasing environment, a single theme of architectural style will be applied to all buildings in the scheme.

* 1. Individual building plans submitted for approval in terms of the agreement of sale must be designed to conform with one of the unit type plans as attached to the agreement of sale and as such must adhere to this design manual as well as to the rules of the Sectional Title Act. The seller will be responsible for the approval of individual building plans including swimming pools and any screen or yard walls. The seller will have an absolute and unconditional discretion as to the approval of building plans and their decisions will be final and binding. Approved plans must then be forwarded to the relevant local authority for approval at the owner’s cost.
	2. Plans with necessary details must be submitted and approved in writing by the seller before commencement. Any exterior changes made to the standard plans are made at the risk of the owner and must be as per the Sectional Title Act rules and regulations.
	3. The seller has the right in its discretion and from time to time in terms of Sect 25(1) of the Act, to depart from these rules, provided that such departure is intended to enhance the overall aesthetics of the scheme.

**2. NATIONAL BUILDING REGULATIONS ("NBR")**

All aspects of the development are subject to the NBR as amended from time to time. Plans submitted to the seller for approval must conform to requirements as set out in the NBR.

**3. HOUSE PLANS**

* 1. Standard Units:

The standard plans with minor changes must be utilised and are available as per Cl 5 of the sale agreement.

3.2 Seller's preferred architect:

GAVIN WARBURTON ARCHITECTS

Sandton

Tel. (011) 656 1690 Fax. (011) 656 4859

E-mail: gavin@gwarch.co.za

**4. BUILDING CONTROLS**

* 1. Development Rights:

Each real right of extension is permitted a free-standing residential dwelling with a maximum of 5 bedrooms and single maids accommodation and such other outbuilding ordinarily required in connection with the use of a dwelling house such as a garage for private motor vehicles, storeroom, room and/or toilet for staff or workroom.

* 1. Coverage:

Only one integrated built unit per real right of extension is allowable.

* 1. Height:

Only buildings consisting of ground floor (single storey) or ground floor plus one storey (2-storey) will be permitted.

4.4 Building Lines and levels:

4.4.1 Exactly positioned as per attached unit type plan

Final details subject to Engineering Services design and "as built" plans.

**5. SERVICES**

5.1 Satellite Dishes:

Satellite dishes and T.V. aerials are to be inconspicuous. Colours must match colour of materials used in the building elements it is attached to, therefore no white finish allowed.

5.2 Service Pipes:

Sewer vent pipes and rainwater downpipes are to be connected in vertical ducting within the wall plane of the building, i.e. they must be concealed.

5.3 Air-Conditioning:

Air-conditioning condenser units to be installed at ground level, and screened within a 1,2m high natural stone or plastered wall. Window mounted units will not be permitted. Roof mounted units must be screened from view

5.4 Clothes Lines and Bin Enclosure:

Clothes lines and refuse bins must be screened by a 2,1m wall or concealed within a service court.

Walls to be either natural stone or plastered masonry (smooth or scratch) to match main house.

5.5 Rainwater Tanks not allowed

5.6 External Lighting:

External lighting should be discreet and shown on plans for the approval of the body corporate. No external pole mounted street lamps will be allowed. Landscape lights must be discreet and not higher than 900mm. Outside garage light must be identical to other garages.

5.7 Solar Heating:

Solar heated hot water systems may be used. Only remote tank and solar panels will be permitted i.e. combined tank and panels on roof not allowed. Solar panel installations will be subject to the approval of the seller or the body corporate. Pool heating mats will be allowed on flat roofs only.

5.8 Security Alarms:

Alarm monitoring must be designed so as to cause minimum inconvenience to other owners.

#### 6. LANDSCAPING

Refer to separate Design Manual – Landscaping.

#### 7. ARCHITECTURAL DESIGN CONTROLS

7.1 Built Form:

To create a development which is sympathetic in its response to the riverside / golf course setting, and is also seen as a cohesive estate, careful attention will be given to the scale, proportion and articulation of all built forms. The architecture is a contemporary and modern response to an African landscape where buildings are constructed in natural materials such as stone, timber and steel with earthy toned plaster finishes.

7.2 Plan Shapes as designed

**8. EAVES, PARAPETS as designed**

**9. CHIMNEYS as designed**

**10. WALL MATERIALS / FINISHES**

10.1 External walls may be finished in the following:-

- Natural Stone -dry packed cladding to a

 masonry wall.

- dry packed solid.

- Plastered – smooth or scratch plaster stipple or

flattened stipple plaster (colour - refer below).

- No face brickwork will be permitted.

- No decorative plaster mouldings will be

permitted.

* No quoining or rustication plasterwork will be

allowed.

* 1. Wall Colours:

Wall colours permitted (or similar as approved by the Body Corporate):- shall be a range of strong 'earthy' tones rooted in the African landscape:

- Midas Dirty baked beans on toast

- Midas Turned soil

- Midas Tarmac or dung beetle brown

**11. WINDOWS**

11.2 Window Finishes:-

- Powder-coated Aluminium in Waterford standard colour.

Note: Glass standards to conform to NBR.

**12. DOORS & GATES**

12.1 Entrance doors and gates should be similar and consist of:-

- Timber - natural or stained varnish finish

- Aluminium - powder-coated

 (Colours - as per windows)

No ornate carved timber doors or ornate panelled timber doors will be permitted.

* 1. Garage doors are to be horizontal slat type in stained timber and must comply strictly with the colour of all units (1 to 28)

**13. SHUTTERS**

13.1 The use of functional timber shutters will be encouraged. Shutters colours will either:-

- Match window / door finishes

- or be natural or stained varnish

timber

No PVC shutters will be permitted.

No non-functional shutters will be permitted.

**14. VERANDAHS AND PERGOLA as per design**

**15. TIMBER DECKS as designed**

**16. BALCONIES as designed**

**17. BALUSTRADING as designed**

* 1. Balustrades are to conform to National Building Regulations.

**18. RETAINING STRUCTURES as designed**

**19. BOUNDARY WALLS as designed**

**20. FENCING**

i) Maximum height of 1m limited to enclose pool.

ii) Materials as per body corporate design.

**21. VEHICLE ACCESS**

Driveways will be fully cobbled as per existing standard cobbles and will be a maximum width of 6,0m.

**22. PARKING**

Every unit will provide off-street parking for at least 2 cars in addition to garaging.

**23. OUT-BUILDINGS**

Out-buildings may be utilised. They will still be subject to the plans allowed for each real right of extension. They will be subject to the same criteria as the main dwelling. Watercraft are not permitted to be housed in the garage.

**24. SWIMMING POOLS**

* 1. Swimming pools may be built onto common boundaries.
	2. Swimming pool backwash must be pumped into the common sewerage system.
	3. Pool decks will be in natural timber, natural stone or tiles. Pool decks may not be higher than 900mm above N.G.L.
	4. Pool filtration systems and pumps must be screened with a natural stone wall or a masonry wall and should be adequately sound proofed to the approval of the body corporate.

**25. BRAAIS**

Freestanding built-in braais are to be finished as per wall finishes. Where a braai is connected to the main dwelling the braai must take the form of the chimney of that dwelling.

**26. SIGNAGE**

All house names and signage must be of standard design as prepared by the seller's preferred architect.

**27. PROCEDURES FOR PLANS APPROVAL**

General:

27.1 The seller appointed Gavin Warburton Architects ("GWA"), to design various 'house types' strictly in accordance with the Architectural Design Manual.

27.2 Owners must utilise the unit design type designated for the unit number and select a house type designed by GWA..

27.3 Building work shall not commence until the seller and the body corporate has certified that all the necessary fees have been paid.

27.4 The owner shall formally apply to the Local Authority and the seller for approval of plans, and no building may be erected or altered without these approvals.

27.5 Plans, by specialists, must be submitted for approval for: -

swimming pools and tiling, water features, landscape features, timber decks and awnings.

27.6 Plans must be submitted for the landscape planting and irrigation layout, either by a landscape architect or landscape contractor prior to garden development.

27.7 Although formal plans are not required for satellite dish, air-conditioning or Breez-air installations, awnings, blinds, or other external works, a simple copy of the existing plan, or some form of notice, should be submitted indicating proposed installations, for approval by the body corporate. These installations must be as discreet as possible, viewed from the golf course, access roads and neighbouring properties.

27.8 A hard copy of the approved plans electronic file records shall be retained by the body corporate.

27.9 Should any provision of these architectural guidelines be regarded as contrary to the NBR, then the NBR shall take precedence.

27.10 It is intended that plans which contain adequate and correct information, and which conform to the Architectural Design Manual will be approved within 10 working days of submission. The seller will not be responsible for any delays or damage should this process take longer than this anticipated period.

**Information Required on Plans:**

The following information must be indicated on plans being submitted for scrutiny at both sketch design and verified at working drawing stage:

a) Contour base plan with contours at 500mmindicated.

b) Permissible coverage and actual coverage as a percentage and in terms of square meterage.

c) North sign.

d) Roof plan.

e) Floor plan.

f) Elevations and Sections.

g) Position of driveway and hard landscaping finishes.

h) Soft landscaping layout, which includes plant species.

i) Building line setback.

j) Drainage plan.

k) Location of retaining structures.

l) Schedule of finishes.

m) Position of external lights.

n) Braai elevations front and sides.

**28. APPLICATIONS**

All applications, plans and correspondence shall be submitted to the body corporate accompanied by a fee of R 2000 or such other amount as determined by the body corporate from time to time.

**29. CAUTIONARY NOTE TO OWNERS**

When negotiating with your Building Contractor, please clarify the inclusion of the following costs:

a) Electrical connection and meter fees.

b) Electrical consumer's deposit payable to body corporate.

c) Water connection fee and water meter.

d) There is no sewer connection fee payable.

e) Plan submission to the Local Authority and seller or the body corporate.

f) Geotechnical and Structural engineers’ fees.

g) The electrician must conform with the requirements as set out by the estate electrical engineer.

h) Services will **not** be connected if there are outstanding charges owing to the seller

**30. PLANS FOR POOLS, DECKS ETC**

Standard plans, suitable for Council submission, drawn by the specialist contractor, must be approved by the body corporate, with:

a) Dimensioned plan, section and elevation, to scale 1:100 or 1:50, and dimensioned site plan 1:200 if also necessary.

b) Position of building and boundaries and existing neighbours pools, buildings, the extent of paving, the high water line etc to be indicated,

c) Site no, street name, North point etc.

d) Details of materials, colours and finishes.

* + 1. The position of the motor pump and housing, and back-wash waste water connection to the sewer, pool fencing, to be indicated on the plan;

f) Formal application to the body corporate.

Rev8 1 Dec 16

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**ANNEXURE E**

**WATERFORD GOLF AND RIVER ESTATE**

### DESIGN MANUAL – LANDSCAPING

#### 1. PURPOSE OF MANUAL

The Design Manual - Landscaping has been formulated to ensure that a uniform landscape theme is established throughout the scheme. In order to achieve this, various criteria have been established with regards to plant material, design elements and the use of selected building materials.

All materials and design elements used in the development and construction of the landscape are to conform to those prescribed by the seller or the body corporate.

The majority of the plants chosen and referred to in clause 3.0 are indigenous in an effort to reduce water consumption on the estate, encourage the presence of natural bird-life and other fauna and to establish an overall environmental ethic.

#### 2. LANDSCAPE THEME

* 1. GOLF COURSE FRONTAGE

All the real rights of extension lend themselves to a typically golf course-view related landscape design, placing all units, with the exception of those facing onto the open space along Birdie Chip Road, along a common boundary with the golf course. In the case of the latter units, the same principles outlined below will apply with regards to the interface between unit and public space. The aim of the landscape design will be to ensure that a common design language is visible from unit to unit and between golf course and unit. In this way the design cues for the individual layouts of the units will take their cue from the golf course design ensuring that no distinction between the unit's landscape and golf course landscape is visible.

2.1.1 SPECIFIC INCLUSIONS

Planting lines to tie in with golf course planting lines Incorporation of golf course area into individual unit design where necessary, to ensure adequate tie-in between the two landscapes Incorporation of the golf course groundcover into the unit landscape.

Lawn species to be consistent with golf course lawn species. Brick edging to lawn surrounds to be continuous with brick edging in golf course landscape.

Landscape to be characterized by open lawn areas and groundcover planting with tree clumps in keeping with the golf course theme, ensuring unobstructed views between golf course and the unit.

Planting to be characterized by simple groupings of species in broad, sweeping lines.

Shrubs to be used for screening purposes between units to ensure privacy and soften boundary walls. These would typically be positioned against boundary walls.

House to typically 'sit' in the landscape with shrub planting positioned against the house and groundcover planting to the fore.

Narrow spaces, typically those taken up by the building line between units, to be laid with stepping-stones and planting to estate specifications.

Stepping stones to join units to golf course pathway, where units are separated from golf course by 'rough' areas.

While allowance is made for formal geometric lawn spaces specifically adjacent to the swimming pool area, these are to be 'contained' within the informal lines of the golf course theme

2.1.2 SPECIFIC EXCLUSIONS

Shrub planting across the width of the unit blocking flow of space and views between golf course and the unit

2.2 STREET FRONTAGE

As with the golf course, the style of the street landscaping is to follow flowing planting lines and open lawns ensuring a sense of openness and visual continuity from street to the unit, where the sidewalk will essentially form a part of the owner's garden.

2.2.1 SPECIFIC INCLUSIONS

As listed above for Golf Course Frontage, planting and lawn areas to extend to incorporate sidewalk area and to incorporate all service structures, i.e. manholes, electrical boxes, water meters into the planting areas.

2.2.2 SPECIFIC EXCLUSIONS

Shrub planting across the width of the unit blocking flow of space and views between street and unit formal geometric lawn spaces.

**3. GENERAL EXCLUSIONS**

The following are applicable to both golf course frontage and street landscapes:

* Garden ornamentation, i.e. bridges, statues, trellis work, garden gnomes, pebbles, driftwood, gazebos etc.

- Natural rock water features

- Rockeries

- Topiary, hedging and other formal landscape elements

* Entrance features other than those determined by the architecture and achievable using the prescribed plant material
* Fencing and other structures, other than those permitted by the Design Manual - Architectural.
* Garden lighting other than that approved by the body corporate visible from public areas

**4. PLANTING AND BUILDING MATERIALS**

A provisional planting list is provided subject to finalization by the seller or the body corporate. All landscape designs are to be developed in accordance with the landscape theme as dictated and approved by the seller or the body corporate. Typically, fine foliaged, free-flowering plants characterize the landscape theme with an emphasis on tree groupings and groundcovers. Planting schemes will be simple groupings of selected species in broad, sweeping lines.

#####  TREES

\*Acacia caffra (Common hook thorn) - I

\*Acacia karoo (Sweet thorn) - I

\*Celtis africana (White stinkwood) - I

Combretum erthrophyllum (River bushwillow) - I

\*Cussonia paniculata (Mountain Cabbage Tree) - I

\*Olea europaea subsp. africana (Wild Olive) - I

\*Ziziphus mucronata (Buffalo thorn) - I

**SHRUBS**

Abelia grandiflora 'Francis mason' (Glossy abelia) - E

\*Cassinopsis ilicifolia (Lemon thorn) - I

\*Coleonema album (White confetti bush) - I

\*Coleonema x 'Sunset Gold' (Variegated confetti bush) - I

\*Encephalartos lehmannii (Karoo cycad) - I

Escallonia exoniensis fradesii 'Pink Princess' (Escallonia Pink Princess) - E

Euryops pectinatus (Resin bush) - I

\*Grewia occidentalis (Cross Berry) - I

Helichrysum italicum (Curry bush) - E

Murraya exotica (Orange jasmine) - E

Nandina domestica (Japanese sacred bamboo) - E

\*Plumbago auriculata (Cape-forget-me-not) - I

\*Rhaphiolepsis indica (Indian hawthorn) - E

\*Rosmarinus officianalis (Rosemary) - E

Strelitzia reginae (Bird-of-paradise) - I

\*Tecomaria capensis 'lutea' (Cape honeysuckle) - I

######  GROUNDCOVERS

Agapanthus africanus 'Albus' (Dwarf agapanthus) - I

Agapanthus praecox subsp. orientalis 'Blue' (Common agapanthus) - I

\*Anthericum saundersiae (Weeping anthericum) - I

Arctotis auriculata (Grysgousblom) - I

Asparagus densiflorus 'Sprengeri' (Emerald fern) - I

Aspargus densiflorus 'Myersii' (Foxtail fern) - I

\*Bulbine frutescens 'Yellow' (Stalked bulbine) - I

Carissa macrocarpa 'Green carpet' (Dwarf Natal plum) - I

Chondropetalum tectorum (Thatching reed) - I

Clivia miniata (Fire Lily) - I

\*Dietes bicolor (Wild iris) - I

\*Dietes grandiflora (Wild Iris) - I

Diascia integerrima (Twin spur) - I

Felicia amelloides (Kingfisher daisy) - I

Gaura lindheimeri (Gaura) - E

Geranium icanum (Carpet geranium) - I

Hemerocallis sp. (Day lilies) - E

Ophiopogon jaburan 'Vittatus' (Variegated lily turf) - E

Ophiopogon japonicus (Mondo grass) - E

Ophiopogon japonicus 'Kyoto dwarf' (Dwarf mondo grass) - E

Osteospermum jucundum (Mauve trailing daisy) - I

Scabiosa columbaria 'Butterfly Blue' (Corn flower) - I

Tulbaghia violacea (Wild garlic) - I

Tulbaghia violacea 'Silver lace' (Variegated wild garlic) - I

Trachelospermum jasminoides (Star Jasmine) - E

Viola hederacea (Australian violet) - E

Viola odorata (English violet) - E

\* - Denotes plants with a specific tolerance for drought

I - Denotes indigenous plant species

E - Denotes exotic plant species

**5. SPECIFIC EXCLUSIONS**

All plants deemed by the seller or the body corporate as contrary to the overall theme of the estate:

- Conifers

- Palms

- Roses

- All declared weeds, invasive and problem plants as stipulated by the Department of Agriculture

**6. PLANS AND SUBMISSIONS**

In creating a homogenous feel throughout the estate, which shall be in accordance with the Landscape masterplan, all landscape plans for individual units will be designed by the estate landscape architect, in conjunction with the homeowner and architect. The following should be noted:

- Preparation of Landscape Sketch Plan at scale 1:100/1:200 detailing lawn and planting areas, identifying all materials to be used. The landscape architect’s fee for this sketch plan is R900.

- Upon finalization of the sketch plan, preparation of a detailed Planting Plan at scale 1:200, indicating position of all plants.

- Irrigation plan.

- Earthworks plan ensuring that all landscape levels tie in and blend with the shaping on the golf course and that all drainage requirements are satisfied.

- Preparation of a bill of quantities to be submitted to a landscape contractor for pricing either to be negotiated or tendered.

- All landscape construction is to be performed by the estate landscape contractor.

* No work is to be performed without approval from the seller or the body corporate.
* All costs of landscaping and irrigation within the Purchaser’s unit shall be for the Purchaser’s cost.

**7. MAINTENANCE**

The maintenance of the golf course and individual units is seen as integral to maintaining the identity of the estate. No distinction in maintenance standards is seen between public open space (golf course, parks and streetscape) and private space (private units), noting the planned open quality of the landscape theme. The maintenance of the individual units is therefore seen as forming part of the contract for the maintenance of the golf course, the costs thereof factored into the overall levy charged to the homeowner. Maintenance of specialist gardens may incur an extra charge

**ANNEXURE F**

**WATERFORD GOLF AND RIVER ESTATE**

**BUILDING CONTRACTOR RULES**

**1. INTRODUCTION**

The following rules apply and are to be applied in respect of any building contractor activity in the scheme. The primary intention of the provisions hereunder is to ensure that all building activity at the scheme occurs with the least possible disruption to residents and negative impact on the environment.

**2. LEGAL STATUS**

The Conditions governing building activity as set out in this document are rules imposed by the seller in favour of the body corporate and are therefore binding on all registered owners, contractors and sub-contractors. Furthermore, all registered owners are obliged to ensure that their building contractors and sub-contractors are made aware of the conditions and comply strictly with them. Registered owners are therefore required to include the conditions in their entirety in any building contract concluded in respect of property in the scheme, and all such contracts may be required to be submitted to the seller or the body corporate for prior approval. The seller or the body corporate has the right to suspend any building activity in contravention of any of the conditions and accepts no liability whatsoever for any losses sustained by the registered owner and/or contractor and/or sub-contractor.

**3. CONDITIONS REGARDING BUILDING CONTRACTOR ACTIVITY**

3.1 Contractor activity on a building site may not commence before 07h00 nor continue after 18h00 during weekdays.

Note: No contractor activity is permitted on Saturdays, Sundays and Public Holidays without special permission as these days are viewed as private time. Special applications for contractor activity during private time must be lodged with the seller or the body corporate, together with the approval of all adjacent neighbours, prior to the required private time activity. Noisy operations will not be permitted during this private time.

3.2 During private time, the contractor will be allowed only one representative per site in the capacity of watchman. The representative must display the appropriate I.D. card which is obtainable from the seller or the body corporate for R25.00.

3.3 Contractors and/or sub-contractors and their personnel shall only enter and leave their construction sites in an approved vehicle with a temporary access token. They shall travel in that vehicle directly to and from the building site(s) and shall not wander or loiter elsewhere in the scheme. Security officials may search any of the Contractor's personnel at their discretion.

3.4 A 2,6m high hoarding shall enclose all building sites including all tips and material and on-site ablution facilities. The site shall be kept neat and tidy during building operations. No contractors nor any personnel may trespass beyond the above site hoardings. They shall not walk, picnic, recreate on adjoining sites nor in the roadway fronting their sites nor swim or fish in the river. They shall enter and leave the site solely in the authorised vehicles (see clause 3.3. above). The seller or the body corporate shall be entitled to prohibit any offenders from future access to the scheme.

3.5 No building material must be allowed to be tipped or deposited in any manner within the adjoining street reserve nor in any other area in or outside the scheme unless designated for that purpose, and it is the contractor's and registered owner's responsibility to immediately clean the street area of all materials, sand or rubble washed or moved on to the street during building operations.

3.6 Depending on the phasing of the construction of internal roads and in order to avoid damage to built roads by heavy vehicles, a secure materials storage area may be sited outside of the scheme. Building materials are then to be transported to the site(s) by authorised vehicles.

3.7 A foreman regarded as competent at the sole discretion of the seller or the body corporate shall be on the building site at all times that the personnel/labourers are there. This foreman shall be responsible for ensuring that the conduct of the building operations adheres to the controls set out in this guide.

3.8 The contractor shall provide facilities for rubbish disposal and ensure that the workers use the facility provided and that the rubbish is removed weekly and not burnt or buried on site.

3.9 Deliveries from suppliers must be scheduled in public times only i.e. during the contractor activity periods referred to in 3.1.

3.10 It is incumbent on the contractor to provide chemical toilet facilities for all personnel on the building site. Under no circumstances will any other form of toilet be permitted.

3.11 Building boards may only be erected if they comply with the scheme's standards, details of which are available from the seller or the body corporate. Such boards are not to be erected on the pavement landscaping. No sub-contractors boards are allowed. All boards must be removed after completion of construction.

3.12 The contractor shall be responsible for damage to roads, kerbs and/or trees and plants on the unit and/or sidewalks and/or damage to common and private property. **A deposit of R20 000 (Twenty Thousand Rand) will be payable by the Contractor to the body corporate before construction is permitted to begin. Any costs to repair damages as outlined above will be deducted from this deposit before refunding the net amount at the completion of the building contract**

3.13 The contractor shall ensure that the survey pegs defining the boundaries of the building site are identified to him to his satisfaction by a person authorised by the seller or the body corporate. Thereafter the contractor shall ensure that the pegs are not removed, damaged or in any way tampered with. On completion of the contract the seller or the body corporate shall satisfy itself that the pegs have been maintained in their original condition and location. In the event of a peg(s) having to be relocated as a result of damage or otherwise occurring during the contract period the contractor will be held responsible for all costs incurred in respect of such relocation.

3.14 Should the seller or the body corporate have any concern with the adherence to the approved plans or the conduct of the contractor and or sub-contractor, it may rectify as deemed necessary and/or reserve the right to suspend building activity until such undesirable conduct is rectified, which it may do at any time and without notice, and without recourse from the registered owner and/or contractor and/or subcontractor.

3.15 The above document is fully understood and the contractor and registered owner undertake to comply with the above points, in addition to any further controls which may be instituted by the seller or the body corporate from time to time in the form of a written notification and to ensure compliance by any sub-contractors employed by the contractor.

3.16 The seller or the body corporate shall not at any time be liable for the theft or damage of any building equipment or materials.

3.17 No compactor/vibrator of any description shall be allowed for construction purposes without the prior written approval of the seller or the body corporate.

**BUILDING CONTRACTOR:**

Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Represented By: (Block Letters) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Designation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cell: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**REGISTERED OWNER:**

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Unit No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Ver 1 Oct 13 2 Dec 16

**ANNEXURE H**

**WATERFORD GOLF & RIVER ESTATE**

**CLIENT / ARCHITECT AGREEMENT**

between

………………………………………………………………………………………………………………..

**(the Client)**

and

**GAVIN WARBURTON and Associates Architects**

**(the Architect)**

1. The client has purchased unit number ………. at Waterford Golf & River Estate, with Unit layout type ……………… to be built thereon.
2. An initial Architect design fee of R30,000 ex Vat for a choice of one of any of the standard house plan types is payable to the developer directly. The purchaser is entitled to one visit to the architect to determine if any changes are required to the standard unit chosen. The architect's fee for the preparation of council submission plans & construction/tender drawings shall be 3.5% ex Vat of the building cost ex vat. Optional site supervision/contract administration will be charged at a fee of 1.5% ex Vat of the building cost ex vat. Any minor changes required to standard unit design types shall be charged for by the architect at R1,200 per hour ex Vat. In this instance a fee deposit of R12,000 is payable in advance before design changes are commenced. All payments in this clause as well as print charges are payable directly to the architect. Should a purchaser elect not to avail of the architect’s services for the supervision phase, a compulsory engagement of the architect shall nonetheless apply for a ‘watching brief’ for a minimum of 4 site inspections, the purpose of which is to monitor that the construction complies with the estate’s quality standard, guidelines and architects plans. The fee for overseeing the construction shall be R 18,000 ex Vat and shall be payable directly to the architect. Such fee may be revised after 1 year from transfer date

1.5% site supervision fee applicable? YES / NO

1. The architectural fee is for the design of the standard unit layout type without any changes.
2. The client is entitled to one initial meeting with the architects at no additional charge for the architects to explain the plans and for the client to determine if they require any changes to the design.
3. Should the client request any changes to be made as above, time spent on such changes will be charged to the client by the architect at an hourly rate of R1200/hour ex VAT.
4. The architects require a R12000 consulting fee deposit prior to any changes as above being carried out, from which the hourly rate will be deducted for work carried out by the architect.
5. Prints and other disbursements will be charged separately.
6. The above fees are payable directly to the architect:-

GAVIN WARBURTON PRACTICE A/C**.**

Standard Bank Rivonia – Branch Code: 1255

Account: 023030976

Signed at …………………………………………………… on this …………………………….day of ………………………………………….. 201…

………………………………………………………………….. for the Client

Signed at …………………………………………………… on this …………………………….day of ………………………………………….. 201…

…………………………………………………………………... for the Architect

**ANNEXURE A**

**Site Development Plan**

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