



Governing Documentation

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1. NAME

The name of Association is the Home Owners Association of the Nautilus Bay Coastal Reserve (a legal entity established by virtue of Mossel Bay Municipality: By-Law on Municipal Land Use Planning, 2015).

2. DEFINITIONS AND INTERPRETATION

2.1 **“Association”** means the Home Owners Association of the Nautilus Bay Coastal Reserve which Association was established in terms of the provisions of the Mossel Bay Municipality: By-Law on Municipal Land Use Planning, 2015, with the objectives, powers and obligations as more fully set out herein;

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

2.2.1 those Units in the Reserve registered in the name of the Association for the benefit of its Members, as more fully set out in the Title Deeds T009542/2010 and T057367/2010; and

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

2.3 **“Reserve Conditions”** means the Building Rules and Architectural Guidelines imposed from time to time by the Association, and shall include any amendments or additions thereto;

2.4 **“Reserve”** means the development known as the Nautilus Bay Coastal Reserve, established on the Property, for the purpose of a private nature reserve and holiday

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homes;

- 2.5 **“Executive Committee”** means the committee as contemplated in clause 6 herein;
- 2.6 **“Financial Year”** means the period from 1 March during a given calendar year until the last day of February during the subsequent calendar year;
- 2.7 **“Local Authority”** means the Municipality and Division of Mossel Bay, Western Cape Province, or its successor in title;
- 2.8 **“Management Plan”** means the Environmental Management Plan of the Reserve as required by the zoning conditions imposed by the Department of Housing and Planning of the Western Cape Province, and shall include any amendments or additions thereto from time to time as approved by the relevant authority;
- 2.9 **“Member”** means a Member of the Association and a registered owner of a Unit, as contemplated in clause 5 herein;
- 2.10 **“Private Open Spaces”** means that portion of a Unit in which no building(s) shall be erected;
- 2.11 **“Property”** means Portion 1 of the Farm Klipfontein No. 344, in the Municipality and Division of Mossel Bay, Western Cape Province, Republic of South Africa, and all and any sub-divisions thereof, as more fully indicated on General Plan No SG 1442/2002;
- 2.12 **“Unit”** means a sub-divided portion of the Property, as more fully indicated on General Plan No SG 1442/2002.
- 2.13 Words importing the singular shall include the plural and the converse shall also apply, unless the context indicates otherwise.
- 2.14 The masculine gender shall include the feminine and neuter genders shall include the masculine and feminine genders.

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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, powers and obligations of the Association shall be as follows:

4.1. MAIN OBJECTIVES

- 4.1.1 To propose and implement high standards in the Reserve to ensure harmonious enjoyment of the Reserve 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 Reserve is caused in the interest of its inhabitants, the environment, the region as well as the country.

4.2. POWERS, OBLIGATIONS AND IMPLEMENTATION

To give effect to the abovementioned main objectives, the Association shall have the following powers and corresponding obligations, subject to clause 6.6 hereunder:

- 4.2.1 to control the nature and extent of all structures to be erected in the Reserve in order to ensure a high standard of development with harmonious and acceptable aesthetic, architectural and environmental aspects of the Reserve for the benefit of the owners;
- 4.2.2 to take control of the common property of the Reserve 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, to properly maintain such facilities, and to establish new facilities, 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

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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 Reserve, as stipulated by the relevant authorities;
- 4.2.5 to ensure that Members comply with the provisions of this Constitution, the rules and the guidelines and to impose and implement from time to time such measures, including a system of fines, required to ensure compliance;
- 4.2.6 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;
- 4.2.7 to object to any further sub-division(s) of the Property, or of any Units;
- 4.2.8 to consult any professional person – duly qualified thereto in the discretion of the Association – to advise them with regards to the realization of its objectives and the execution of its powers;
- 4.2.9 to employ staff:

a. Full time:

The following persons must be employed on a fulltime basis:

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

b. Part time:

The necessary additional staff may be employed on a part time basis from time to time to assist the fulltime staff in the execution of tasks which

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cannot reasonably be performed by the full-time staff. No accommodation for such part time staff will be available in the Reserve.

- 4.2.10 to appoint any agent to assist the Association to duly fulfil any of its obligations and/or functions;
- 4.2.11 to liaise with the Local Authority, or any other competent authority or party with regards to any aspect of the management of the Reserve;
- 4.2.12 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;
- 4.2.13 to implement the necessary security measures from time to time with regards to access to the Reserve;
- 4.2.14 to establish or revoke any rule(s) and/or guideline(s) and to ensure that all Members duly conform to the objectives of the Association, which rule(s) and/or guideline(s) will be equally applicable to all Members;
- 4.2.15 to levy any fines on any Member who failed to duly fulfil any of his/her/its obligations in terms of this Constitution;
- 4.2.16 to establish any guideline and/or standard to optimize co-existence by owners of, and visitors to, Units in the Reserve in order to achieve the main objectives of the Association, as well as to ensure maximum enjoyment of the Reserve by all such parties;
- 4.2.17 to subscribe to and support all aspects of nature conservation;
- 4.2.18 to amend the contents of the Reserve Conditions from time to time, if necessary;
- 4.2.19 to ensure that no pets are kept in the Reserve;
- 4.2.20 to procure the necessary consent by any Member(s) to facilitate the provision

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of any essential services on any Private Open Space(s), which Member's consent shall not be unreasonably withheld;

4.2.21 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 commence on the date of registration of any Unit(s) in the name of a Member, and terminate on date of registration of transfer of such Member's ownership to a new owner; *provided that* such termination of membership will not terminate a Member's obligations or liabilities incurred during the period of its membership of the Association.
- 5.2. Members shall be obliged to comply with the laws applicable to the Reserve, the provisions of this constitution, and any rules made in terms of thereof.
- 5.3. 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.
- 5.4. When a Member ceases to be a registered owner of a Unit he/she/it shall thereby cease to be a member of the Association.
- 5.5. Membership shall be transferred by the passing of transfer of any Unit from the previous Member to the new Member.
- 5.6. 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 and the Association has issued a certificate confirming that the new purchaser has bound himself/herself to become a Member and to be bound by the Association's Constitution and its rules, and the transferring Member has paid all levies, interest, costs and monies owing to the Association up to the date of registration of transfer and has complied with all his/her obligations of membership; provided that such certificate shall be issued by the municipality if the Association ceases to function.

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5.7. A Member may be a private person, a juristic person or any other body or entity legally entitled to be the registered owner of land in terms of South African law.

5.8. Where more than one person, body or entity as contemplated in clause 5.7 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 not less than 3 (three) and not more than 5 (five) Members, or the spouses of Members, ("the Trustees") elected at the Annual General Meeting of the Association, subject to clause 6.2 below.

6.2 In order to facilitate the continuity of management of the Reserve by the Executive Committee, the composition of the Executive Committee shall be as follows:

6.2.1 at every Annual General Meeting that falls in a year with an even number, 2 (two) Members shall be elected to an Executive Committee of five trustees and the remaining trustees shall continue to hold their office as such, unless they resign;

6.2.2 at every Annual General Meeting that falls in a year with an odd number, 3 (three) Members shall be elected to an Executive Committee of 5 (five) trustees and the remaining trustees shall continue to hold their office as such, unless they resign.

6.2.3 Flowing from the above, the office of two or three (as the case may be) of the longest serving trustees of the Executive Committee shall terminate: provided that they shall be eligible for re-election. If at any time the Executive Committee comprises of fewer than 5 (five) trustees, the number of trustees contemplated in this clause 6.2 shall be proportionately adjusted.

6.3 An Executive Committee member shall cease to hold office as such if:

6.3.1 his/her office as trustee terminates in terms of clause 6.2;

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- 6.3.2 he/she by notice in writing to the Executive Committee resigns his/her office;
- 6.3.3 he/she is or becomes of unsound mind;
- 6.3.4 he/she surrenders his/her estate as an insolvent or his/her estate is sequestrated;
- 6.3.5 he/she is convicted of an offence which involves dishonest;
- 6.3.6 he/she absents himself/herself from 3 (three) consecutive meetings of the Executive Committee without special leave of absence from the Executive Committee;
- 6.3.7 by resolution of a general meeting of the Association he/she is removed from his/her office; and
- 6.3.8 he/she ceases to be a registered owner of a Unit.
- 6.4 Upon any vacancy occurring in the Executive Committee prior to the next Annual General Meeting, such vacancy may be filled for the remainder of the term by a person nominated by a majority vote of the remaining trustees. If necessary, the remaining trustees shall elect from their number a new chairman.
- 6.5 The following shall be applicable to meetings of the Executive Committee:
- 6.5.1 the Executive Committee shall meet at such time and place as shall be decided from time to time;
- 6.5.2 a meeting may be conducted in full or in part by way of telephone-, video conference or electronic means;
- 6.5.3 subject to clause 6.2, 3 (three) Executive Committee members may at any time convene such a meeting by giving to the other trustees 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

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shorter notice as is reasonable in the circumstances may be given;

- 6.5.4 subject to clause 6.2, 4 (four) trustees shall form a quorum at any meeting of the Executive Committee, unless the Executive Committee, due to a conflict of interest, resolve that a certain of their number only shall be authorised to act on a specified matter;
- 6.5.5 within 7 (seven) days from the Annual Meeting the Executive Committee shall meet and elect from its Members a chairperson. The chairperson elected shall hold office as such until a new chairperson is elected;
- 6.5.6 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 chairperson of any meeting shall have a casting vote as a deliberate vote;
- 6.5.7 the Executive Committee may from time to time appoint a secretary and a treasury, or a secretary/treasurer;
- 6.5.8 the Executive Committee shall keep minutes of all its meetings which shall be available for inspection by any Member on request.
- 6.6 The management and administration of the Association shall vest in the Executive Committee which shall exercise all such powers and obligations of the Association and, perform on behalf of the Association, all such acts as may be exercised and performed by the Association itself. Without in any way limiting the generality of the foregoing such powers and obligations shall include, but not be limited to, the following:
 - 6.6.1 the performance of such acts as are necessary to accomplish the objectives expressed or implied herein;
 - 6.6.2 the investment and re-investment of monies of the Association, not immediately required, in such manner as may from time to time be determined;
 - 6.6.3 the operation of a banking account with all powers required by such operation;
 - 6.6.4 the making of, entering into and carrying out of agreements for any of the

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purposes of the Association;

- 6.6.5 the employment and payment of agents, employees and any other parties;
 - 6.6.6 the making, amendment and repeal of rules and guidelines which shall be binding upon Members and enforced in the manner and as contemplated in this Constitution;
 - 6.6.7 the right to sue and to defend an action in the name of the Association and to appoint legal representatives for this purpose and, where appropriate, to recover legal costs on an attorney-and-client scale;
 - 6.6.8 the levying of a monthly-, and if necessary, a special subscription (levy) payable by Members to enable the Association to fulfil its financial obligations; and
 - 6.6.9 the preservation of the architectural theme of the Reserve and the adjudication upon any proposed extension, addition and/or alterations to the Reserve or Units, and all improvements thereon in accordance with the provisions of the Reserve Conditions.
- 6.7 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 valid as if such Executive Committee member has been duly appointed in office.
- 6.8 Executive Committee members shall be entitled to be repaid all reasonable expenses incurred in good faith 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 remuneration, fees or salary in respect of the performance of such duties.
- 6.9 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 employees or agents, unless such act or omission was reckless. 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/her,

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or which should reasonably have been known to him/her, acted in good faith and not reckless.

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. Such a meeting shall be held on a day determined by the Executive Committee, but during the period from 16 December of the one year to 31 March of the next year.
- 7.2 Such Annual General Meetings shall be held at such time and place, subject to the foregoing provisions, as the Executive Committee shall decide from time to time. The Executive Committee, in its discretion, may determine that a General Meeting be held partially or fully by electronic means in a manner determined by the Executive Committee at the 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 The Executive Committee must convene a Special General Meeting at the written request of Members; provided that:
 - 7.5.1 such request describes the specific purpose for which the meeting is requested; and
 - 7.5.2 the written request is made by Members holding at least 25% (twenty-five per cent) of the voting rights entitled to be exercised in relation to the matter(s) to be considered at such meeting.
- 7.6 An Annual General Meeting and a Special 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

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of the meeting 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 75% (seventy five per cent) of the Members present during such meeting.

- 7.7 The accidental omission to give notice of a meeting to, or the non-receipt of a notice of a meeting by any other person entitled to receive such notice, shall not invalidate the proceedings of that meeting.
- 7.8 No matter shall be discussed at any such meeting unless a quorum is present when the meeting commences. A quorum for a General Meeting 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.
- 7.9 The chairperson of the Executive Committee shall preside at every General Meeting.
- 7.10 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, or unless the Executive Committee in the notice in terms of clause 7.6, gives notice that voting on a specified matter(s) shall take place by ballot, or electronically if the meeting is held by electronic means. Voting, whether by show of hands or by ballot, or electronically shall take place in accordance with the following provisions:
- 7.10.1 each Member present in person shall have one vote for each Unit registered in his/her name;
- 7.10.2 multiple owners of a single Unit shall collectively have one vote as contemplated in clause 7.10.1 above;
- 7.10.3 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 7.10.1 above;
- 7.10.4 each Member and person as proxy for a Member shall indicate clearly how he/she casts each vote to which he/she is entitled as aforesaid;

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7.10.5 all resolutions, except special resolutions contemplated in clauses 11 and 13 herein, shall be by simple majority of those Members present, or represented at the meeting and voting; and

7.10.6 the chairperson 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; provided that the Executive Committee may in its discretion determine that voting by either a show of hands or by ballot shall be counted, audited and verified by an independent person or body, in which case the result of such vote need not be made known at the meeting.

7.11 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:

7.11.1 the consideration of the chairperson's report;

7.11.2 the election of the Executive Committee;

7.11.3 the consideration of the report of the auditors and fixing of their remuneration;

7.11.4 the confirmation of any budget proposed by the Executive Committee;

7.11.5 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

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

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

7.12.1 the instrument appointing the proxy shall be in writing and comply with the essential common law requirements of agency, or any form approved by the Executive Committee under the hand of the appointer, or of his duly authorized

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representative, in writing; and

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

7.12.3 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 (levy) 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 clauses 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 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 The Association, through the executive committee, shall establish and maintain a Conservation Fund as determined by the municipality in Resolution UB62-09/2023 of

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the Appeal Authority dated 5 October 2023, and as more fully set out in the Reserve Conditions from time to time, funded by a monthly Conservation Levy calculated at an amount per square metre for each square metre that a dwelling on a Unit exceeds a total floor area of 250m² (two hundred and fifty square metres), and payable by the owner of such Unit.

- 8.6 If the annual subscription or the special levies, or the conservation levy, whether payable annually or monthly in advance, is not paid within 90 (ninety) days of due date, then such subscription or levies 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. Subject to the provisions of this Constitution, no person other than a duly registered Member who has no delinquent levies or subscriptions due and payable to the Association in respect of or arising out of his/her membership shall be entitled to be present or vote on any question, either personally or by proxy, at any general meeting.

9. ACCOUNTS

- 9.1 The Executive Committee shall cause proper books of account of the administration, management 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 a 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 serving of legal process, the Association and each Member chooses domicilium citandi et executandi as follows:

- 10.1 the Association at:

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c/o Status-Mark Property Management

11 Meyer Street

Mossel Bay, 6500

PO 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 address that such member provided to the Association or its managing agent.

This address is referred to as the “declared address”.

Any notice which may be required to be given in terms of this Constitution may be given by the dispatch of such notice in writing by delivery or email to the declared address, in which event such notice shall be deemed to have been received 10 (ten) calendar days after the delivery or dispatch by email.

11. AMENDMENTS TO THE CONSTITUTION

Any amendments to the Constitution must be:

11.1 passed by a special resolution of not less than 75% (seventy-five per cent) of Members present or represented and entitled to vote at a general meeting constituted and conducted in the manner prescribed in clause 7 herein; and

11.2 confirmed by the Local Authority 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.

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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 subject 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 of not less than 75% (seventy-five per cent) of Members present or represented and entitled to vote at a general meeting constituted and conducted in the matter prescribed in clause 7; and

13.2.3.2 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 Reserve Conditions, as well as the Management Plan.

14. RESOLUTION OF COMPLAINTS AND DISPUTES

14.1 Any dispute or complaint between members, or between a member and the Association arising out of, or in connection with this Constitution, the Reserve Conditions, conduct rules, or guidelines applicable from time to time, shall be resolved substantially in accordance with the provisions of this clause 14, read with the Association's Dispute Resolution Guidelines (in this clause 14 referred to as "the Guidelines") applicable from time to time, save where an interdict or other form of urgent relief is sought from a Court with competent jurisdiction. The procedures for the resolution of disputes and complaints in terms hereof shall be deemed to be procedures for internal dispute resolution as contemplated in clause 9 of the Practice Directive on Dispute Resolution No 2 of 2018,

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issued in terms of the Community Schemes Ombud Service Act No 9 of 201 ("the Act"), as may be amended from time to time.

- 14.2 If, pursuant to the procedures herein and in the Guidelines, a dispute (except for money or a debt owing to the Association) is referred to the Executive Committee, a committee comprising of 3 (three) trustees, or other competent person(s), appointed by the chairman of the Association for this purpose shall adjudicate upon the issue at such time and in such manner and according to such procedures as prescribed herein, in the Guidelines, or as the chairman may direct; provided that due regard shall be had to the expedited and cost effective resolution of all disputes.
- 14.3 The committee shall be appointed within 7 (seven) days of the reference. As far as reasonably possible it shall determine the dispute within 14 (fourteen) days of its constitution, in accordance with the rules of natural justice and on consideration of such evidence and facts adduced to it, or received by it on its request, in such form and manner acceptable in its discretion.
- 14.4 Notwithstanding the provisions of clause 14.3, the committee shall be entitled to refer the dispute for determination to an independent party agreed to between the committee and the disputing member(s), in which event such dispute shall be referred to the following persons who shall in each case have a minimum of ten years' experience in their field of expertise:
- 14.4.1 if the dispute is primarily an accounting or financial matter, a practicing chartered accountant;
- 14.4.2 if the dispute is primarily a legal matter or a matter relating to the behaviour and/or conduct of a member, a practicing attorney or advocate;
- 14.4.3 if the dispute primarily relates to the nature of buildings, structures, installations or equipment, a practicing architect or engineer;
- 14.4.4 if the dispute primarily relates to the size or form of the land or the position, height or size of buildings, structures, installations or equipment, a practicing land surveyor.

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- 14.5 If the parties are unable to agree on the appointee as provided for in clause 14.4 within 3 (three) days of being requested to do so, then the person shall be nominated by the Western Cape Provincial Director of the Legal Practice Council.
- 14.6 The person appointed in clause 14.4 shall in all respects act as an expert and not as an arbitrator.
- 14.7 The proceedings shall be conducted as far as reasonably possible on an informal basis, it being the intention that a decision should be reached as expeditiously as possible, subject only to the due observance of the rules of natural justice.
- 14.8 The parties shall use their best endeavours to procure that the decision of the expert shall as far as reasonably possible be delivered within 21 (twenty-one) days from date of the hearing of the dispute.
- 14.9 Subject to clause 14.13, the decision of the expert shall be binding upon all parties and capable of being made an order of Court on application by any of them.
- 14.10 The costs of and incidental to any such proceedings (if any) and the fees of the expert shall be awarded in the discretion of the expert, who shall be entitled to determine the appropriate scale of such costs, and the taxation thereof.
- 14.11 The provisions of this clause 14 shall be deemed to be severable from the remainder of the Constitution and shall remain binding and effective between parties notwithstanding that any other provision in the Constitution may otherwise be cancelled, amended, or declared of no force and effect.
- 14.12 Notwithstanding anything to the contrary contained in this Constitution or the Guidelines, the Association shall, where appropriate and necessary, be entitled to institute legal proceedings by way of application, action or otherwise in any court having jurisdiction for any purpose in respect of the provisions of the Constitution, the Reserve Conditions, conduct rules, or guidelines applicable from time to time, including any amendments or additions thereto.
- 14.13 Nothing contained in this clause 14 shall detract from the right of a Member or the Association to refer a dispute for conciliation or adjudication to the Community

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Schemes Ombud Service in terms of the Act.

15. SUBMISSIONS OF PLANS

No Member shall submit any building plans to the Local Authority, or commence the erection of, or alteration, or addition to, or occupation of 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:

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

16.2 voting rights of the relevant Member shall be determined in accordance with the provisions under clause 7.10 herein.

17. PLANTS

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

17.1 General

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

17.2 Units

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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 Reserve. Only plant species as prescribed in the Management Plan may be planted. Alien plants must be removed from such areas.

18. RIGHT OF ACCESS

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

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

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

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DEFINITIONS

- 1.1. **“Aesthetic Committee”** means a committee comprising those designated member(s) of the Executive Committee of the Association, as well as the Controlling Architect appointed by the Association from time to time;
- 1.2. **“Association”** means the Nautilus Bay Coastal Reserve Home Owners Association which Association has been established in terms of the provisions of Section 29(1) of the Land Use Planning Ordinance No 15 of 1985 (substituted by section 29 of the Mossel Bay: By Law on Municipal Land Use Planning, 2021 (as amended));
- 1.3. **“Approved Plans”** means a set of building plans as approved by the Aesthetic Committee and/or the Local Authority regarding any alterations or new buildings;
- 1.4. **“Building Rules”** means the building rules contained herein, together with all annexures, as amended from time to time;
- 1.5. **“Common Property”** means those areas or Units in the Reserve not designated for private ownership by Members, and without derogating from the generality thereof, shall include:
 - 1.5.1. those Units in the Reserve registered in the name of the Association for the benefit of its Members, as more fully set out in Deeds of Transfer No T009542/10 and T057367/10; and
 - 1.5.2. those Units or areas in the Reserve designated as Common Property from time to time by the Association, authorised by its Members;
- 1.6. **“Controlling Architect”** means the architect appointed by the Association from time to time to serve on the Aesthetics Committee;
- 1.7. **“Builder/Contractor(s)”** means any natural person or legal entity appointed by the Member of a Unit in the Reserve to construct a building, or part thereof, on the Unit and includes the members, directors, sub-contractors and agents of such person or entity;

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- 1.8. **“Design Guidelines”** means the Architectural Design Guidelines annexed hereto as **Annexure “A”**, and shall include any amendments or additions thereto imposed from time to time by the Association;
- 1.9. **“Developer”** means Vuru Vuru Estate West Proprietary Limited, Registration Number 1999/006617/07, or its successors-in-title;
- 1.10. **“Reserve”** means the Reserve known as the Nautilus Bay Coastal Reserve, established on the Property, for the purpose of a private nature reserve and private holiday homes;
- 1.11. **“Development Conditions”** means the conditions imposed from time to time by the Association in order to regulate and control development and building activities in the Reserve and which conditions are contained in the Building Rules, Architectural Design Guidelines, Guidelines for the Conservation Levy, the Constitution of the Association and any applicable guidelines issued in terms thereof from time to time;
- 1.12. **“Executive Committee”** means the committee as contemplated in **clause 6** of the Constitution of the Association;
- 1.13. **“Reserve Manager”** means a manager so appointed by the Association from time to time in terms of its Constitution;
- 1.14. **“Local Authority”** means the Municipality of Mossel Bay, Western Cape Province, or its successor in title;
- 1.15. **“Member”** means a member of the Association and a registered owner of a Unit, as contemplated in **clause 5** of the Constitution of the Association;
- 1.16. **“Private Open Spaces”** means that portion of a Unit on which no building(s) shall be erected;
- 1.17. **“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;

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- 1.18. **“Supplier”** means a natural person or legal entity which supplies any product or service to the Member or the latter’s Builder/Contractor;
- 1.19. **“Unit”** means a sub-divided portion of the Property, as more fully indicated on General Plan No SG 1442/2002;
- 1.20. **“floor”** means the inner, lower surface of a room, garage or basement and includes a terrace or atrium to which the occupants of a building have access;
- 1.21. **“floor area”** means the extent or measurement of the floor in a room or building and includes all external walls in cases where a single use is applicable, without exclusions;
- 1.22. **“dwelling unit”** means a self-contained, inter-leading group of rooms-
- (a) with not more than one kitchen, used for the living accommodation and housing of one family, together with such outbuildings as are ordinarily used with a dwelling unit; and
 - (b) does not include tourist accommodation or accommodation as part of a hotel;
- 1.23. **“outbuilding”** means a structure, whether interconnected or not interconnected, as well as attached or separate from the main building that is normally ancillary and subservient to the main building on a land unit, and includes a building designed to be used for the garaging of motor vehicles, storeroom, hobby room and any other normal activities in so far as these are usually and reasonably required in the connection with the main building, but does not include a second dwelling and does not include a carport;
- 1.23. **“building”** without in any way limiting its ordinary meaning, includes-
- (a) a roofed structure;
 - (b) an external stair, step or landing of a building and any gallery, canopy, stoep, veranda, terrace, porch or similar feature of a building;
 - (c) a wall or railing enclosing any feature referred to in paragraph (b); and
 - (d) any other portion of a building;
- 1.25. words, phrases, terms and concepts not specifically defined in these rules shall where necessary be ascribed the meanings as defined in the Mossel Bay Municipality: Zoning

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Scheme By-Law, 2021, as amended from time to time, and shall be interpreted with reference thereto;

- 1.26. 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.

INTRODUCTION

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

LEGAL STATUS

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

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

MEMBERS' OBLIGATIONS AND RESPONSIBILITIES

- 4.1 The conditions governing building activities that are set out in this document are rules adopted in terms of the Constitution of the Association and are therefore binding on all Members, their Builder/Contractors, Consultants, Architects and Suppliers.
- 4.1.1 All Members are responsible to ensure full compliance herewith by their Builder/Contractors, Suppliers and Architects.
- 4.1.2 All Members are obliged to ensure that their Builder/Contractors and Architects are made aware of Development Conditions and comply strictly therewith. Members, Builder/Contractors and Architects are required to ensure compliance with the relevant sections of the security rules applicable to Suppliers.
- 4.1.3 Members are therefore required to include the Development Conditions in any building contract and any contract with an Architect in respect of the Reserve.
- 4.1.4 The Aesthetic Committee may require that all such contracts be submitted to the Association for prior approval.
- 4.1.5 The Aesthetic Committee has the right to suspend any building activity due to a contravention of any of the conditions herein and the Association accepts no liability whatsoever for any losses sustained by a resident, Member, Builder/Contractor, professional Consultant, Adviser or whatever status the person may possess, as a result of such suspension.
- 4.2 Builder/Contractors, Suppliers, professional Consultants, Architects or any Adviser or an employee of any such person, visitor or person associated with the building operations, who are found to be in breach of the Development Conditions, may be barred permanently from entering the premises of the Reserve.

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- 4.3 The rules, procedures, guidelines and codes of conduct contained herein are not negotiable and no exceptions will be made, nor any compromises allowed, unless a discretion in this regard is clearly accorded to the Aesthetic Committee in terms hereof.
- 4.4 "Owner Builders" will be regarded as "Builder/Contractor" until all building activities have been completed. This rule is unconditional, and no exceptions will be made.
- 4.5 When approval of a building plan is requested from the Aesthetic Committee, the Member shall furnish the Aesthetic Committee also with:
- 4.5.1 a declaration by the Member that he undertakes to adhere to these rules, the Architectural Guidelines and Development Conditions, specifically with regard to the maximum floor area of 500m² per dwelling unit, as stipulated in the Development Conditions. **(Refer Annexure A).**
 - 4.5.2 if the Architect is required to supervise building work or any aspect thereof, a declaration by the Architect that he will ensure adherence to the building plan as approved by the Aesthetic Committee and that he will comply with these rules; **(Refer Annexure B).**
 - 4.5.3 a declaration by the Builder/Contractor that he undertakes to adhere to these rules, the Architectural Guidelines and Development Conditions, specifically with regard to the maximum floor area of 500m² per dwelling unit, as stipulated in the Development Conditions; **(Refer Annexure C).**
- 4.6 Signed copies of all documentation required by the Aesthetic Committee, as well as full payment of all approval fees shall accompany any application for the approval of building plans.
- 4.7 All building plans, including future alterations and proposed materials, must be prepared in accordance with the Architectural Design Guidelines and Development Conditions applicable to the Reserve.
- 4.8 A Member may not commence with building work or any building improvements to his Unit:
- 4.9 without the prior written approval of the Aesthetic Committee that the building plans are approved by the Association;

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

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Suppliers and Agents of the contents hereof and to make the performance of their contracts with the Builder/Contractor subject to compliance herewith. Contraventions of any Development Conditions may result in penalties or other appropriate remedial action imposed by the Association.

- 4.16 Only the area on which the building is erected and the area immediately surrounding such area may be cleared of indigenous plants. Under no circumstances may other areas be cleared of such plants.
- 4.17 Upon completion of building work, the Member shall furnish the Aesthetic Committee with an occupation certificate as issued by the Local Authority. Should the Member fail to furnish any such certificate within a period of 4 months after completion of the building, the building deposit may at the discretion of the Association be forfeited to the Association.
- 4.18 The Member shall at all times comply with all environmental laws and management plans, statutes and regulations, inclusive of the rules of the Association. The Member shall ensure compliance with the provisions of this clause by all its Builder/Contractors, Architect, Agents and Suppliers.
- 4.19 The Member shall at all times ensure compliance by his Builder/Contractor with all occupational health and safety legislation.
- 4.20 A prescribed fee as defined in the Architectural Design Guidelines shall be payable for the approval of building plans or alterations. **(Refer Architectural Design Guidelines, paragraph 5.3)**

HOME OWNER ASSOCIATION OBLIGATIONS AND RESPONSIBILITIES

- 5.1 The Association will establish and maintain an Aesthetic Committee to evaluate and approve any building activities on the Reserve in terms of the Association's Development Guidelines and Constitution.
- 5.1.1 The Aesthetic Committee has the right to suspend any building activity due to a contravention of any of the conditions herein and the Aesthetic Committee accepts no liability whatsoever for any losses sustained by a Member, Builder/Contractor,

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professional Consultant, Adviser or whatever status the person may possess, as a result thereof.

- 5.1.2 Should a Member, Builder/Contractor, Consultant or Architect at any stage deviate from an approved plan, the Association may require all building work to cease and may require the Member to take measures to ensure that such building work complies with the Approved Plans and all Development Conditions.
- 5.1.3 The Aesthetic Committee has to approve in writing the placing of the proposed building before the commencement of building activities.
- 5.1.4 The Association will task the Reserve Manager to enforce the security rules in order to ensure a safe and secure environment for its Members.
- 5.1.5 The Reserve Manager will assist the Member, if requested, in identifying bulk services and infrastructure in close proximity of his Unit or on his Unit, that may not be disturbed.
- 5.1.6 These rules and regulations may be amended at any time, if necessary, by the Aesthetic Committee and approved by the Executive Committee, and the Reserve Manager will thereafter inform the relevant Members and Builder/Contractors of any such amendments. Current rules are published on the Reserve's website.
- 5.1.7 Inspections will be carried out by the Reserve Manager on a regular basis to ascertain compliance with the Development Conditions. At certain points in the building process these inspections may also include the Controlling Architect who shall be given full access to the building and the building site, in order to ensure that the building is in accordance with the approved plans and other relevant regulations and rules.
- 5.1.8 Any of the functions of the Reserve Manager in terms of these Rules, may at any time be performed by any trustee or other person authorised by the Association.

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BUILDING DEPOSIT

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

HOUSEKEEPING

- 7.1 Building and any associated activity shall only be allowed from Monday to Friday (public holidays excluded) during the following hours: 06h00 - 18h00.
- 7.1.1 All workers must be transported by the Builder/Contractor between the building site and the main gate, and no Builder/Contractor or any Employee or Agent of such persons may access any part of the Reserve other than the building site.

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- 7.1.2 No Builder/Contractor or any Employee or Agent of such persons will be allowed on the Reserve or on the building site after 18:00 during the week.
- 7.1.3 No work and or construction may be conducted other than during these periods, save for official inspections called for by the Reserve Manager or the Local Authority or with the express prior written permission of the Reserve Manager.
- 7.1.4 In the event where the Builder/Contractor has failed to make the necessary arrangements as aforesaid, but due to unforeseen and urgent circumstances it becomes necessary to complete work on the site outside the said hours, he must request permission from the Reserve Manager in whose sole discretion it will be to grant or deny such permission.
- 7.1.5 In the event of Builder/Contractors casting concrete and working later than the prescribed time, special consent must be obtained.
- 7.1.6 No Builder/Contractor is allowed to conduct any construction activity on Saturdays, Sundays and Public Holidays. No special permission will be granted, as these days are viewed as Private Time.
- 7.2 The construction area on the 600 m² building platform must be enclosed by a construction fence, which must be marked on the building plans and which must be approved by the Aesthetics Committee; provided that any disturbed area outside the 600 m² must be rehabilitated before occupancy is granted.
- 7.3 A construction fence must be erected around the construction site consisting of Bonnox or diamond mesh fencing, covered with shade net. This fence must be well constructed to withstand strong wind and neatly maintained over the complete duration of the construction project. It may only be taken down, on authority of the Estate Manager, when building construction is substantially finished and the site is presentable. All building materials must be kept inside this fence. The outside of the fence must be maintained in a neat state.
- 7.4 Prior to the commencement of construction work, a regularly serviced chemical toilet shall be installed on the site, which must be maintained in a neat, hygienic and working condition at all times. Temporary site toilets may not be connected to the reserve sewage system, Toilets must be secured against strong winds.

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- 7.5 No firearms, weapons, alcohol, drugs or any other intoxicating substances will be allowed on site or within the boundaries of the Reserve at any time.
- 7.3.1 The use of such substances on site is strictly forbidden.
- 7.3.2 Contravention of this prescription may result in the permanent barring of the transgressors.
- 7.6 No night watchmen will be permitted in the Reserve. Builder/Contractors must provide a designated lock-up shed or storage area on building sites for any materials or equipment.
- 7.7 Should a Builder/Contractor dismiss any of his staff it shall be his responsibility to advise in writing the Reserve Manager's offices so that the Reserve Manager and security personnel can affect the necessary record thereof. Failure to comply may result in a fine levied by the Association on the Member.
- 7.8 If any employee is found to be intoxicated or under the influence of an inebriating substance, his access shall be denied, and access may be permanently refused.
- 7.9 No fires will be allowed.
- 7.10 All Builder/Contractors shall supply a waste bin on site, to collect all rubble and rubbish, which bin is to be emptied by the Builder/Contractor at its own costs in an approved disposal site of his own choice not on the Reserve, immediately upon being full.
- 7.8.1 The builder's rubbish and rubble may not be disposed of into any facility provided by the Association for the household rubbish of the residents nor may any rubbish or rubble be dumped on ground in the Reserve or outside the boundaries of the Reserve that has not been constituted as a legal waste disposal ground.
- 7.8.2 In the event where any builder's rubble is required to be used as landfill on any other unit in the Reserve, the prior written consent of the Reserve Manager is required prior to dumping any such rubble on such other unit.

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- 7.8.3 All waste bins shall be cleared at the end of each working week of all organic, hazardous and/or perishable items, in order to ensure that no hazardous and/or rotten materials are left stagnant over weekends.
- 7.11 All forms of paper rubbish, cement bags, cardboard boxes etc. must be collected and removed on a daily basis.
- 7.12 Roads in front of the building site must be swept, and must be kept free of rubble, stone, sand, bricks or rubbish at all times.
- 7.13 No person will be allowed to burn any rubbish on site.
- 7.14 The Builder/Contractor may utilize the sidewalk as storage space for building materials, including but not limited to sand, stone, bricks and scaffolding in a manner approved by the Reserve Manager and must be maintained neatly.
- 7.15 If a Supplier delivers materials and he encroaches onto the pavement, sidewalk or roadway, these materials must be moved onto the site by the Builder/Contractor, before close of work on the same day.
- 7.13.1 No material may be allowed to remain outside the construction fence and it is the Builder/Contractor's and the Member's responsibility to clean the roadway of all such materials.
- 7.13.2 The same applies to sand or rubble washed or moved onto the road surface during building operations, whether due to normal activities and/or acts of God.
- 7.16 Builder/Contractors must comply with all general site cleanliness rules to the satisfaction of the Reserve Manager.
- 7.14.1 If a building site / sidewalk is dirty, and such notice has been served from the Reserve Manager, the Builder/Contractor must clean up the area the same day or within one working day of notice served.
- 7.17 The speed limit for vehicles inside the Reserve is 30km/h. The Member must ensure adherence thereto by all his workers, Builder/Contractors, Suppliers or other Agents.

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- 7.18 No construction work to houses will be allowed during the period 16 December up to the end of the first week in January, or such other times determined by the Association.
- 7.19 A signboard of the Builder/Contractor's details must be erected as per the Association's standards.

AUTHORISED WATER AND ELECTRICITY USAGE

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

SECURITY REGISTRATION

- 9.1 Before any Member or Builder/Contractor will be allowed to commence any building operations, including the digging of foundations, earthmoving and or the preparation of the stand, the following rules must be adhered to:
- 9.1.1 A certified copy of the Identity Document of each member of the workforce of the Builder/Contractor, including its professional Consultants, its Sub-contractors and their workforce intended to participate in the construction of the structure must be provided at the Builder/Contractor's or Member's costs to the Reserve Manager, who shall record such member of the workforce as such.
- 9.1.2 Employees of a Builder/Contractor or Consultant will be allowed on the Reserve only after a copy of his identity document or a valid work permit for foreigners and a police clearance certificate has been provided to the Reserve Manager.

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- 9.1.3 Builder/Contractor registration times are strictly between 8h00 – 11h00 on Mondays to Fridays.
- 9.1.4 The Reserve Manager or a person appointed by such manager may at any time call upon an employee of a Builder/Contractor and/or Consultant to produce his identity document. If such person refuses or is unable to produce such identity document:
- 9.1.4.1 The person concerned may be removed from the Reserve; and
- 9.1.4.2 The Member may be fined.
- 9.2 Each and every Member, or member and director of the Member's company or close corporation, or the trustees of the Member's trust, and the Builder/Contractor or partner or member and director of the Builder/Contractor's company or member of the Builder/Contractor's close corporation, or the authorised Resident is required to complete the Declaration by Builder/Contractor, attached hereto as Addendum A to C.
- 9.2.1 A signed copy thereof, signed by the Member or Resident and a copy signed by all the Builder/Contractors, including the Engineers, Architects, Surveyors, Projects Managers etc., must be handed to the Aesthetic Committee or Reserve Manager, for recording purposes.
- 9.2.2 It should be emphasized that no entrance will be allowed to conduct building activities before all the relevant documentation and plans are submitted.
- 9.3 The Builder/Contractor is required to inform all persons employed by him, or engaged in any activity on site, of the rules applicable to them. A signed register of acknowledgement by such persons must be available for inspection on site.
- 9.4 The Builder/Contractor may not employ nor allow into the Reserve or onto the building site any person who is without
- 9.4.1 a valid South African Identity Document; or

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9.4.2 a valid work permit for foreigners; and

9.4.3 a police clearance certificate.

ACCESS CONTROL

- 10.1 The parties acknowledge that the control of access to and from the Reserve is critical to the proper functioning of the security arrangements on the Reserve. In the event that the Builder/Contractor is not adhering to the Association's rules and regulations concerning access and security and after the Builder/Contractor has received written notice to rectify its failure to adhere to the Rules, the Association shall be entitled to refuse the Builder/Contractor, its employees or agents access to the Reserve.
- 10.2 The access control arrangements may be varied at the sole discretion of the Association from time to time, and on reasonable notice to the Builder/Contractor.
- 10.3 The Builder/Contractor acknowledges that he is aware that the Reserve is a "Security Reserve" and will at all times adhere to the security regulations and controls and agrees to co-operate with the Association in their interest of maintaining security in the Reserve. (See paragraph 9.3).
- 10.4 The Reserve Security personnel may subject any vehicle or person entering or leaving the Reserve to a search.
- 10.5 Any contravention of Security and Access Rules will be severely dealt with by the Association and depending on the nature and circumstances, could lead to the suspension of building work and barring of access to the Reserve.
- 10.6 Articulated vehicles with a gross mass of more than 10 tons will not be allowed in the Reserve without the express consent of the Reserve Manager.
- 10.7 If a Builder/Contractor has to work on site on a continuous basis exceeding one week, he and his employees may be issued a temporary access card (per access, ID will be kept until access card is returned for the day) for the duration of their activities on site by the Reserve Manager.

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- 10.8 On arrival at the main gate to the Reserve the driver of a Supplier shall record in a book provided by a member of the Security personnel, the name of the Supplier, name of the driver of the Supplier's vehicle, telephone number of Supplier, registration number of vehicle and the number of persons accompanying the driver.
- 10.9 In the event of a failure to present an ID document, or a valid work permit for foreigners and a police clearance certificate during a site inspection or gate entrance process, access will be denied to any such person. Such conduct may result in the immediate removal of the individual and/or Builder/Contractor from the Reserve and permanent refusal to enter the Reserve again. This clause applies equally to a Supplier and its employees / persons accompanying the driver of the Supplier, if permission has not been obtained to access the Reserve.
- 10.10 Deliveries must be scheduled between 8h00 and 16h00.

NON-COMPLIANCE WITH RULES

- 11.1 Should the Association have any concern regarding compliance with the Development Rules or conduct of a Builder/Contractor or any Employee or Agent of such persons, the Association or Reserve Manager may suspend all building activities until remedial action necessitated by any such breach has been completed.
- 11.2 If circumstances permit, suspension may be imposed even if no prior notice of rectification has been given. It is the duty of the Builder/Contractor and the duty of the Member, to adhere to all the rules and instructions issued by or on behalf of the Association at all times and suspension will thus be the direct result of undesirable conduct.
- 11.3 Members may be fined as determined from time to time by the Association for a transgression by their Builder/Contractor or any Employee or Agent of such persons. In appropriate circumstances the Association, may in its sole discretion permanently refuse a Builder/Contractor or Supplier access to the Reserve.
- 11.4 Any fines imposed on a Member in terms hereof shall be recovered with a Member's monthly levy. Fines not paid in the manner prescribed in the Association's Constitution and

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Rules may result in building works being suspended pending the payment of any outstanding fines.

- 11.5 Members shall be responsible for all and any damage to the Reserve Property by their Builder/Contractor or any Employee or Agent of such persons, or their Suppliers, including damage to curbs or plants on the sidewalks and/or damage to private Reserve Property.
- 11.6 The Association shall be empowered to deduct any damages, outstanding fines and/or other monies due and payable at the completion of the construction works from any building deposit made by the Member and held by or on behalf of the Association.
- 11.7 In order to reduce unsightliness and inconvenience to neighbours, construction should proceed without lengthy interruptions and should in any event be completed within twelve months from commencement of construction.
- 11.8 If building operations exceed a period of 12 months from commencement thereof, written approval must be obtained from the Association for an extension, which approval may be granted by the Association subject to certain conditions, or the imposition of a fine. If operations exceed the 12-month period, a building penalty may be levied against the Member at a rate equal to his monthly levy for every month exceeding the twelve-month period.

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1. DESIGN GUIDELINE OBJECTIVES

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

2. ARCHITECTURAL CONCEPT

The basic architectural concept for Nautilus Bay is to capture a contemporary Cape Architectural theme with fragmented building elements, steeply pitched main roofs (gable ends), lean-to roofs and strong elements like windows, chimneys, patios with pergolas together with harmonious use of approved earth tone colours. Colour coded examples of the wall and roof finish should be submitted with a building plan application.

3. GENERAL GUIDELINES

- 3.1. The Association's Constitution makes it incumbent on all Members to obtain the Aesthetic Committee's approval before commencement of construction and thereafter, before any significant changes are made to the external appearance

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of buildings, landscaping, and external features. The Aesthetic Committee reserves the right to withhold approval if the requirements and/or objectives of the guidelines are in their sole opinion not met. The Aesthetics Committee may appoint an independent architect, the Controlling Architect, to advise the committee and provide independent professional opinion, as well as conduct inspections on buildings under construction.

- 3.2. The Members' plans will also require approval by the Local Authority prior to any building activities. The restrictions set out in these guidelines are imposed by the Local Authority, the Department of Environmental and Development Planning, and by the Association in terms of section 29(8) of the Mossel Bay: By-Law on Municipal Land Use Planning 2021 (as amended) and in addition to any restrictions imposed in terms of conditions of title, the town planning scheme and the National Building Regulations.
- 3.3. Approval by the Aesthetic Committee does not imply or constitute any authority of structural approval.
- 3.4. The Aesthetic Committee further reserves the right to make additions and alterations to these guidelines, which in their opinion is necessary to create the continual growth of the architectural style and character that is envisaged for the Reserve.
- 3.5. These rules and guidelines and the signed declarations that form a part hereof, constitutes an agreement between the Association and the Member that governs building activities and security to ensures that any building work occurs with the least possible disruption to Members.

4. BUILDING CONTROL ASPECTS

- 4.1. **BUILDING LINES:** Building Platform may not exceed 600m² in total (excluding driveway) and will differ from site to site and owners are to consult the Aesthetic

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Committee before planning commences to determine guidelines for that particular site. Existing natural vegetation (bush) and previous developments (including already approved projects) will be considered in determining building platforms and non-permanent structures. Under no circumstances may the following lines be exceeded.

- 4.1.1. Street boundary -7.5m
- 4.1.2. Lateral boundaries -5.0m
- 4.1.3. Front boundary -15m
- 4.1.4. From Any Services -1.0m
- 4.1.5. No 2nd unit, staff quarters, offices are allowed under Resort zoning restrictions as per Mossel Bay Town Planning Scheme.

4.2. **MAXIMUM FLOOR AREA:** The maximum floor area of any dwelling unit on a Unit may not exceed 500m². The maximum floor area includes all outbuildings, roofed areas, garages and covered patios, as well as roof overhangs more than 1000mm (max allowed as per NBR). The floor area of an upper level, including any double volume space, may not exceed 40% of the maximum floor area.

4.3. **MINIMUM FLOOR AREA:** A total minimum floor area of 225m² is acceptable and smaller will not be approved. The total minimum floor area includes all outbuildings, roofed areas, garages and covered patios.

4.4. **HEIGHT RESTRICTION:** The maximum height restriction for any structure on erven, except for those sites defined below, to be limited to 8.5m above ground floor level, measured to the apex of the roof (chimneys excluded). The 8.5m height is measured parallel to the natural undisturbed ground level anywhere on site. The maximum height of any structure on the following erven is **restricted to 6.5m**: 21-24: 48-55: 70-77. Subject to the Aesthetic Committee's approval, an application to exceed the prescribed height may be submitted to the Local Authority.

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4.5. **BUILDING WIDTH:** The maximum length measured over a gable wall of any wing may not exceed 7.5m and should then be fragmented. A preferred length of less than 5.0m is recommended. Fragmentation can be achieved by steps in wall or change of material.

4.6. **ROOF PITCHES:** Pitched roofs are to be between 40 and 50 degrees. Lean-to roofs to comply with the minimum pitches recommended by the manufacturers but are not to exceed 7.5 degrees. A minimum vertical gap of 0.45m to be retained between lean-to roofs and the eaves of pitched roofs. The main architectural theme of the reserve is defined by the 40-50 degree pitched roof style, thus that design element should be dominant. Lean-to roofs are to be used minimally, in subservience to the pitched roof theme, the same applies to flat roofs. Parapet walls are encouraged to hide large expanses of lower pitched roofs from public view, where those are permitted.
Colour-coded examples of roof finish should be submitted with an application.

4.7. **EAVES, GABLES AND PARAPETS**

4.7.1. Eaves overhang must be in proportion to the total aesthetic with consideration being given to the width of the wall above windows;

4.7.2. Gable ends may have masonry parapets or clipped eaves. Cladding or off-shutter concrete not exceeding more than 30% of an elevation to enhance aesthetic effect of structure is permitted. Cladding or off-shutter concrete to be used should fit in with the earthy architecture and an example to be supplied for approval by the Aesthetic Committee. Any deviation to be submitted to the Aesthetic Committee for approval.

4.8. **WALLS:** all external walls are to be masonry, plastered and painted with prescribed colours as set out in **2** above. Walls may be painted in one or more of the prescribed

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colours. Cladding or off-shutter concrete not exceeding more than 30% of an elevation to enhance aesthetic effect of structure is permitted. Minimum width of masonry on elevation to be 0.45m. Site boundary walls and fences not permitted except if required by the NBR for swimming pool safety. Detail elevation of pool protection to be submitted with plan application. Any other free-standing walls max 1,2m high.

- 4.9. **KITCHEN YARD WALLS:** Kitchen yard walls may not exceed 2.5m in height. All residences to be provided with kitchen yards to screen washing lines, gas cans and dirt bins. Yard walls may not enclose an area exceeding 25m².
- 4.10. **SCREENING WALLS for private areas:** Screening walls may not exceed 1.8m in height and are for screening of visible private areas. Will be allowed on 2 sides within the 600sqm platform. If 3 sides need to be closed it will be considered for approval by the Aesthetic Committee.
- 4.11. **CHIMNEYS:** Exposed external chimneys to be plastered masonry and in keeping with typical Cape Architecture. Maximum height of chimneys to be not more than one meter above apex of roof. Chimneys are allowed to exceed the 8.5-meter height restriction but not more than 1 meter above the height restriction as per Town planning Scheme. Any other chimney to be boxed and colour coded as walls.
- 4.12. **COLUMNS:** 0.45X0.45m square columns supporting pergola beams to be plastered and painted in prescribed colours.
- 4.13. **DOORS AND WINDOWS:** Doors and windows to be constructed of aluminium or UPVC. Any colour to be approved by HOA. Front entrance doors and garage doors of natural wood will be allowed.
- 4.14. **PLUMBING PIPES:** Plumbing pipes to be fully concealed and are to be built into walls or housed in vertical ducts, with access as P4.19.1 of the NBR. No drainage pipes visible from street. Duct covering with max 10mm gaps.

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- 4.15. **TV ANTENNAES, WI-FI AND DISHES:** Must not be visible from the street and hidden as best as possible. Position to be indicated on plan and approved by Review Architect and/or committee. The Town planning scheme indicates: *“antenna” means any system of wires, poles, rods, reflective surfaces or similar devices, used to transmit or receive electronic communication signals or electro- magnetic waves;*
- 4.16. **COLOUR PALETTE:** Earth tone colours to be used with matching roof tile colour. The aesthetics committee to approve colour scheme.
1m x 1m Sample be painted on wall for approval before final painting starts.
Max 3 colours on wall finishes & cladding.
- 4.17. **SOLAR PANELS:** Solar panels must be permanently fixed at the angle of min 5 degrees. Solar panels on a pergola cannot close the total area of a pergola between walls and function as a roof. This will be calculated as part of the maximum floor area allowed as per municipal decision. An installation compliance certificate issued by an accredited electrician must be provided to the Aesthetic Committee.
- 4.18. **GENERATORS:** Generators should be positioned in the garage or if outside in a cage in the Kitchen Yard with the necessary ventilation holes and insulation to minimise the sound. 55db maximum recorded 2m from Generator.
- 4.19. **SWIMMING POOLS AND PONDS:** Swimming pools and ponds must comply with the NBR and municipal by laws for public safety. Access should be controlled by a 1,2m high wall with self-closing and self-locking gate. Gate design as well as any fence design must be approved by the Aesthetic Committee, and a detailed drawing of the fence should be submitted for approval indicating the material and design and compliance to the NBR. Pool protection visually connected to the home's envelope should match both in design and material.
- 4.20. **BALUSTRADES:** Balustrades should fit in with the style of architecture used for the house. Materials to be used are: Aluminium, glass and powder-coated steel. Colours

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for aluminium and steel must be approved.

- 4.21. **SKYLIGHTS:** Skylights to be complementary to the design of the house.
- 4.22. **BASEMENTS:** Basement description is as per Town Planning Scheme. *“basement” means that portion of a building with a ceiling level which does not protrude more than one meter at any point above natural ground level excluding excavations required for access purposes.* Accessible basements will form part of the total floor area of the dwelling, except those parts of the basement floor area wholly taken up by services installations such as water tanks.
- 4.23. **LOFTS:** Lofts are the area inside a roof space and will form part of the total floor area of the dwelling as determined by the municipality. No more than two such floors are allowed and should comply with Regulation C of the NBR regarding ceiling heights.
- 4.24. **CARPORTS:** A structure for the storage of one or more vehicles that is covered by a roof provided that not more than two sides may be permanently enclosed. Will be included as part of the permitted total floor area. All roofs to have gutters and down pipes for the disposal of stormwater.
- 4.25. **WATER TANKS:** matching colour or close to the colour of the house, especially shape moulded to be aesthetically pleasing. Water tanks may be visible from the street if unavoidable but not permitted to be positioned on the street facing side of the house. Standard round green, blue, black etc. water tanks may not be visible from all sides of the house but will be permitted underground.
- 4.26. **PERGOLA:** Means any unroofed horizontal or approximately horizontal grille or framework and associated vertical support structure and of which the area in the horizontal projection of its solid portions does not exceed 25% of the total area thereof. See 4.17 for solar panels on pergolas.

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4.27. **FALL PROTECTION:** Fall protection fencing must be installed according to municipal specifications and must consist of BetaFence, Clearview, or similar fencing with minimum 60 x 40mm charcoal posts, as specified by the specialist's guarantee and design. The maximum fence height should be 1.2m from natural ground level. Position and fixing details must be submitted for approval. All fences must include suitable landscaping framing. It is preferable to encourage vegetation to cover these fences.

4.28. **OCCUPANCY:** In terms of Section 13 of Act 103 Of 1977 of the NBR it is illegal to occupy a new dwelling or use an area added thereto without an occupancy certificate issued by the Local Authority. For carports, pools, pergolas etc., a completion certificate needs to be issued by the Local Authority. It is the Member's responsibility to contact the Building Inspector for a final inspection to obtain an occupancy certificate or a completion certificate. The Local authority will require approval from the aesthetic committee before issuing the Occupancy certificate.

No approval from the Aesthetic Committee will be given if there is builder's rubble on the site, building material on the sidewalk, chemical toilets or huts still on the site and if it is clearly visible that the project is not completed.

5. AESTHETICS COMMITTEE APPROVAL PROCESS

5.1. The Aesthetic Committee comprise designated members of the executive committee of the Association, as well as the Controlling Architect and any other consultant(s) co-opted for this purpose. The managing agent, Status Mark, will administer the approval application process and can be contacted at 044 - 691 3054 or status9@status-mark.co.za.

5.2. Sketch plans are to be submitted by the Member to the Aesthetics Committee, for approval, who may forward it, at the Committee's discretion, to the appointed independent architect. Plans submitted must meet the requirements, as set out in the Design Guidelines.

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5.3. Fee Structure

Fees, costs and deposit(s) as determined from time to time by the Aesthetics Committee are payable to the Association when plans are submitted to the Aesthetics Committee for approval. A schedule of the fee structure current at the time of application can be obtained from the aesthetic committee or from Status Mark.

5.4. The applicable deposit and fees are payable directly to Status Mark. The fee includes and allows for the plan submission and two site inspections during construction. The review process will not commence without proof of payment upon which Status Mark will issue an invoice to the Member, if required.

5.5. Furthermore, in the event that plan approval cannot be obtained by the third submission of plans, or if alterations are made to an approved design, a prescribed additional fee will be charged for such additional submission. Approvals are valid for 12 months and if building work does not commence within this approval period, building plans must be re-submitted for approval and the applicable fees paid.

5.6. Dwelling units must be designed and plans submitted by professional registered Architects.

5.7. The architect must be registered by SACAP as prescribed by law and supervision during construction is preferred. At any time the Aesthetic Committee may ask for proof of SACAP registration. (Act 44 of 2000 states that only SACAP members can submit building plans).

The Aesthetic Committee, in its absolute discretion, reserves the right to reject a plan in its entirety if it is found to be below the standard of design that is expected. In such a case the initial plan submission fee may be forfeited and a full fee may be payable again, upon submission of a new plan. The Controlling Architect may request a style and design brief meeting with the designing architect, should it be deemed necessary. Such meetings between the Controlling Architect and

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the Members' architect will be charged at an additional rate and for a minimum period of one hour.

- 5.8. All plans approved by the Aesthetic Committee must be subsequently submitted for approval to the Local Authority prior to the commencement of any building activities.
- 5.9. The Member shall pay a deposit as defined in the Building Plan Submission Approval Fee Schedule, to the Association, as cover for damages which may result from the building operations or incidental activities. Such amount shall be paid before the commencement of any building operations.
- 5.10. Site inspections will be conducted during the construction phase of the Member's project. The first inspection will coincide approximately with one of two construction milestones: reaching window sill level, (or first-floor level in double story dwellings), which will include various aspects of whether the building conforms to the approved plans. The last inspection takes place at completion. The aim of the inspections is to assist the Association with their duties of ensuring that Members execute construction of their houses according to the approved plans. It is the Member's responsibility to arrange these inspections at the appropriate times. The Controlling Architect will issue an inspection report to the Aesthetic Committee after each inspection.
- 5.11. With respect to alterations the following will apply:
 - 5.11.1. The Member shall apply in the prescribed manner above and pay the prescribed deposit as cover for damages which may result from the building operations or incidental activities, before the commencement of any building operations.
 - 5.11.2. The alterations shall proceed without lengthy interruptions and should in any event be completed within four months from commencement. If building exceeds a period of 4 months, written consent must be obtained

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from the Aesthetic Committee for an extension of time, which may be granted subject to certain conditions, including the imposition of a fine.

5.11.3. One inspection, by the Controlling Architect, will be required when the alterations are substantially complete. It is the Member's responsibility to arrange this inspection, at the appropriate time.

6. IMPORTANT NOTES RELEVANT TO CONSTRUCTION

- 6.1. The declarations as defined in Annexure "B" must be signed before building commences.
- 6.2. The onus rests with the Member to notify the Association that the inspection milestones have been reached.
- 6.3. Members are not permitted to occupy dwellings until both local authority's and the Controlling Architect's completion certificates have been issued.
- 6.4. New buildings must be completed within one year from commencement of building work. If the work is not completed within the 12 month period written consent must be obtained from the Aesthetic Committee for an extension of time, which may be granted subject to certain conditions, including the imposition of a fine.
- 6.5. A copy of as-built plans must be submitted to the Aesthetic Committee once buildings or alterations are completed.

7. DRAWING SUBMISSION REQUIREMENTS

- 7.1. In addition to the Local Authority requirements, the Aesthetic Committee requires one set of approved plans to be submitted before any building can commence.

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7.2. Plans:

- 7.2.1. 1x Site Plan (scale 1:200)
- 7.2.2. 1x Floor Plan (Scale 1:100 including m²)
- 7.2.3. 1x First Floor Plan (Scale 1:100 including m²)
- 7.2.4. 1x Section (Scale 1:100)
- 7.2.5. 1x Roof Plan (Scale 1:100)
- 7.2.6. Plan indicating elevations (Scale 1:100)
- 7.2.7. Site building usage not to exceed 600m² demarcated area indicated with protection in order NOT to exceed the area.

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

FINAL REMARKS

- A copy of the stamped / approved plan from the Local Authority must be kept on site at all times as per Act 103 of 1977 of the NBR , Regulation A2(5).
- The Association reserves the right to stop the project until an approved copy of the building plan is on site.
- The Association may at any time do an inspection to confirm compliance with the guidelines and the National Building Regulations.

General Building Regulation information :

Opgesom uit SANS 10400

Hierdie is slegs n opsomming . Verwys na volledige regulasie van SANS10400 vir n breedvoerige verduideliking

NBR inspeksies

Indien onseker vra die Boubeheer beampte.

/

Summed up from SANS 10400

This is only a summary. Refer to the complete regulation SANS10400 for a more detailed reference

NBR inspections

If in doubt please ask the Building control officer.

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Algemeen : Inspeksies binne 2 dae vanaf aanvraag by Munisipaliteit Fondasie inspeksie : Geen eienaar sal enige fondasie giet alvorens slote of uitgrawings deur plaaslike owerheid geinspekteur en goedgekeur is nie. Ingenieur neem verantwoordelikheid vir die struktuur maar NIE vir die inspeksie vanaf die plaaslike owerheid nie ! Die plaaslike owerheid kan die eienaar vra om erfpenne uit te wys, en erf te identifiseer indien erf uitleg na mening van die plaaslike owerheid onduidelik is. Voor fondasie gegiet word moet area wat deur gebou gedek word skoongemaak word van enige plantaardige materiale , boom stompe , hout of sellulose materiale, debris of gemors ens. Geen eienaar of persoon sal voortgaan met oprigting of sloping van gebou tensy daar voldoende goedgekeurde toilet fasiliteite vir alle personeel op terrain voorsien is nie. Regulasie F maak voorsiening vir afskerming van terrein of enige iets op terrein om publiek te beskerm teen enige ongerief Riool inspeksie : Geen persoon sal enige rioolwerk verrig tensy hy n goedgekeurde opgeleide loodgieter is nie. "Government notice" R1875 van 31 Augustus 1979 Loodgieter teenwoordig tydens inspeksie tensy anders gereel Geen eienaar sal n riool sloot terugvul en toemaak sonder dat riool pyp uitleg geinspekteur, getoets en goedgekeur is deur die plaaslike owerheid nie. Alle drein pype in n sisteem moet geplaas word in vaste ondersteuning waar dit enige aksies kan absorbeer en waar nodig beskerm kan word daarteen. Geen persoon sal toegelaat word om enige stormwater binne n riool sisteem te stort nie Alle pan "connectors" se binne wand sal glad wees en nie van die konsertine tipe nie of die saam pak van enig "soil" binne pyp nie n Gully sal 150mm bo omliggende grondvlak of 50mm bo enige omliggende permanente plaveisel uitsteek n Riool sal so ontwerp wees dat daar voldoende toegang is na die pyp vir die doel van inspeksie , toetsing en skoonmaak n Skoonmaak oog "CE" moet elke 25m voorsien word. n Skoonmaak oog "CE" sal voldoende gemerk en beskerm wees	A22 (2) A22 (3) A11 (1) a & b A11 (2) F4 (1) F11 (1) A18 (1) A22 (2) P 2 (1) (f) P 3 (1 & 2) P 4.6.2 P 4.22.2 (b) P 4.19.1 (a) P 4.19.1 (e)(4) P 4.19.1 (f)(2) P 4.22.2 (b)&(c)	General : Inspection within 2 days from request at Municipality Foundation inspection : No owner shall construct any foundation until trenches or excavations have been inspected and approved by the local authority. Engineer takes responsibility for the structure only and can NOT stand in for the inspection from the local authority The local authority can ask the owner of a site to identify the erf and show the beacons where the erf is not clearly enough marked as per local authority . Before any foundation is laid the area covered by the building should be cleared from all vegetable matter , tree stumps, timber or cellulose material, debris or refuse ect. No owner or person shall commence or continue the erection or demolition of any building unless approved sanitary facilities for all personnel employed are available on site. Regulation F provides for the cordon of the site or part of the site to protect the public against any inconvenience Drainage inspection : No person shall perform the trade of plumbing unless he is a trained plumber as per government notice R 1875 of 31 August 1979 Plumber present with inspection unless otherwise arranged No owner shall backfill or enclose a drainage installation until inspected, tested and approved by the local authority. Any drain to the regard in which it is bedded or supported and that is capable of sustaining any actions it is subjected to where necessary be protected against any damage No person shall be allowed to permit storm water to enter any drainage installation on any site The inner surface of the connectors shall be smooth and not be of the concertina type or such that will allow the collection of soil within A Gully shall be 150mm above any surrounding ground or 50mm above any permanent surrounding paving A Drainage installation shall be so designed to permit adequate access to the pipe for the purpose of inspection, testing and cleaning a Cleaning eye will be provided every 25m a Cleaning eye shall be adequately marked and protected
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Riool lyne onder n gebou moet ingesit word sonder enigerigting verandering geen toegang vanaf binne n gebou Mangat tot 1000 mm diep = 600mm x 450mm Dieper as 1000mm = 900mm x 600mm Mangate en groottes moet bevestig word met plaaslike owerheid se spesifikasies en vereistes Vloer / dak inspeksie Soos vereis deur plaaslike owerheid. Vind uit by betrokke bouinspekteur vir die vereistes. Gangnail kappe het n ingenieurs sertifikaat nodig en n oprigtings sertifikaat. Glas : Alle veiligheidsglas panele moet permanent gemerk wees deur instaleerder en so dat dit sigbaar is Veiligheidsglas sal in elke paneel gebruik word by : Plekke van onderig (A3) , plek van aanhouding (E1) , hospitale (E2) en institusionele woonplekke bv ouetehuse, kinderhuise, kleuterskole. (E3) Glas deur en syligte tot 2100mm Vensters laer as 500mm vanaf vloer Vensters laer as 800mm sonder reling wat in direkte lyn van beweging is bv trappe Bad en stort panele Vertoonvensters tot 2100mm hoog Glas in mure of balustrade na n trap, ramp, landing en balkon Glas binne 1800mm vanaf hellings lyn van trappe Gestemde regulasies: Maksimum helling 1: 12 (sien tabel 2) , minimum 1100mm breed , afwerking volgens Reg 4.5 Deure na gestemdes se toilet minimum 900mm breed Deure en gang wydtes volgens tabel 7 n landing van 1,2 m sal aan die begin en einde van n ramp voorsien word . In n reguit lyn n landing na n styging van 500mm	N 4.4.1 N 4.4.2 (a) N 4.4.2 (b) N 4.4.2 (c) N 4.4.2 (d) N 4.4.2 (e) N 4.4.2 (f) N 4.4.2 (g) N 4.4.2 (h) S 4.8.1 (a-g) S 4.12.2 (o) S 4.6.1.3 S 4.8.2 (d) & (g) A 2 – A 7 P 4.13 (h)	Drainage under a building must be laid without any change of direction and with no access from inside the building Manhole up to 1000 mm deep = 600mm x 450mm Deeper as 1000mm = 900mm x 600mm Manhole to be confirmed by the local authority for their specifications and requirements Floor / Roof inspection As per local authority. Find out from building inspector for the requirements. Gangnail trusses needs an engineers certificate as well as a erection certificate Glass : All safety glass should be permanently marked by installer and in such manner to be visible. Safety glass will be used in all frames in : Places of instruction (A3), places of detention (E1), hospitals (E2) and institutional residential buildings like old age homes, boarding schools , crèches (E3) Glass door with sidelights up to 2100mm Windows 500mm from floor level Windows 800mm from floor level without barriers in direct line of movement example staircases Bath and shower panels Show/shop front windows up to 2100mm high Glass in wall to stairways , ramps, landings and balconies Glass within 1800mm from pitch line of stairs Disabled regulations : Max gradient 1 : 12 (see table 2) , minimum 1100mm wide , floor finish as per Reg 4.5 Door to toilet a minimum of 900mm wide Width of door and passages as per table 7 A Landing of 1,2m to be provided at the beginning
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T.O.P goedkeuring is NIE goedkeuring van bouplanne NIEen geen bouwerk mag plaasvind voor goedkeuring van Bouplanne nie. Bouplanne moet 100% ooreenstem met TOP . Enige veranderinge moet op beide planne aangebring word indienvereis deur plaaslike owerheid. Enige groterige afwyking vanaf die goedgekeurde planne isvolgens die plaaslike owerheid se diskressie of dit nodig is vir n gewysigde plan om ingedien en goedgekeur te word voor inspeksie kan plaasvind. Lapa's , Pergola's , swembaddens , afdakke , wendyhuise , en Patio/braai's moet op plan aangebring en goedgekeur word. Indien op grens geplaas en boulyn oorskry word moetaansoek vir n boulyn verslapping gedoen word deur die kanale volgens die plaaslike owerheid en normale volledige bouplanne moet ingedien en goedgekeur word. Oorskryding van serwitute is nie toelaatbaar nie. Geen sloping van enige gebou mag plaasvind sonder die skriftelike goedkeuring van die plaaslike owerheid nie. Bouinspekteur om inspeksie te doen met begin van slopingen voltooiing van sloping. Alle planne insluitend aanbouings benodig n finale sertifikaatvir okkupasie. Is die enigste bewys dat gebou / aanbouing goedgekeur is volgens die NBR en versuim om aan te vra vir finale inspeksie is n misdryf. Om onwettig te okkupeer is onveilige praktyk en is n misdryfvolgens "PART A" van SANS 10400. Plaaslike owerheid kanvra dat gebou ontruim word alvorens inspeksie kan plaasvind.	Act 103 (1977) A 25 (5) Act 103 (1977) A1 (6) Act 103 (1977) Point E 1 Act 103 (1977) Point 14 (4.a)	S.D.P approval are NOT building plan approval and NObuilding work may be started before Building plan approval. Building plans to match SDP 100%. Any deviation must be rectified on both plans andapproved if required by local authority Any deviation from the approved plans are for the local authorities' discretion if a revised plan are to be submittedand approved before any inspection. Lapa's , Pergola's , Swimming pools , Carports , Wendy houses and Patio/braai's must be on plan and approved .If positioned on boundary a building line relaxation/departure must be submitted and approved as per local authority and normal building plans to be submitted and approved. Transgression over servitude are not allowed. No demolition to be done without written approval of thelocal authority. Building inspector to do inspection on the start of the demolition and the completion of the demolition. All plans including ADDITIONS needs an occupation certificate. It is the only proof that building / addition wasapproved by the building inspector as per NBR. Not to request an inspection is illegal. To occupy illegal is an offence as per PART A of SANS10400. Local authority can ask to evacuate building before inspection.
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Annexure “A”

DECLARATION BY MEMBER

(Prior to commencement of building operations)

I, the undersigned,

(registered owner, or authorised representative of registered owner)

Identity or registration number:

being the registered owner of:

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

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

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

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all respects towards the Association for compliance with all and any Development Conditions applicable to the building operations conducted by me, or by any other party on my Unit.

3. I declare that I will adhere to the building plan as approved by the Aesthetics Committee and the Local Authority and all applicable Development Conditions, including the requirement that the total floor area of the building which I intend to build will not exceed 500m² as stipulated).
4. I acknowledge that the Development Conditions may be amended from time to time and that such amendments will be binding on me as if specifically contained herein. Any amendment or further control measures will be binding when issued in the form of written notification, from the date and time it is published on the notice board in the office of the Reserve Manager.
5. I acknowledge that all the rules and the guidelines comprising the Development Conditions, are integral and non-severable parts hereto.
6. I hereby undertake to pay on demand all the prescribed deposits, approval fees, inspection fees and, where applicable, fines payable in respect hereof.
7. I hereby indemnify the Association against any loss or damage resulting from my own conduct, or the conduct of any of my appointed Architects, Builder/Contractors, Sub-contractors, Employees or Agents of such persons. Any loss or damage so caused may in the sole discretion of the Association be deducted from the deposit referred to 6 above.

Signed on this _____ day of _____ 20 ____ at _____

Name: _____

Signature: _____

Identity number: _____

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Capacity: _____

Witness (Signature): _____

Name: _____

Identity number: _____

On behalf of the Association (Signature): _____

Name: _____

Capacity: _____

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Annexure "B"

DECLARATION BY ARCHITECT

(prior to commencement of building operations)

I, the undersigned _____ registered with
SACAP

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

_____ with Registration Nr. _____

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

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

Unit _____ Nautilus Bay Coastal Reserve,

hereby declares as follows:

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

Signed on this _____ day of _____ 20 ____ at _____

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Name:

Signature:

Identity number:

Capacity:

Witness (Signature):

Name:

Identity number:

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Annexure "C"

DECLARATION BY BUILDER/CONTRACTOR

(Prior to commencement of building operations)

I, the undersigned

authorised representative of _____(Company)

who has been contracted to perform building work on:

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

Unit Nautilus Bay Coastal Reserve,

hereby declares as follows:

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

Signed on this _____ day of _____ 20 ____ at _____

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Name: _____

Signature: _____

Identity number: _____

Capacity: _____

Witness (Signature): _____

Name: _____

Identity number: _____

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CONDUCT RULES

1. DEFINITIONS

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

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

2. NATURE AND FORCE OF THE CONDUCT RULES

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

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

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

2.2.2. Any other activity concerning the Reserve.

3. LIABILITY

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

4. AMENDMENT OF RULES

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

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

5. DOMESTIC AND GARDEN WORKERS / SERVICES

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

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

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

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

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

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

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

6. TENANTS

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

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

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7. PETS

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

8. REFUSE REMOVAL

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

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municipality.

9. LITTERING AND DUMPING

- 9.1.** Littering and dumping anywhere on the Reserve are strictly prohibited.

10. LANDSCAPING

- 10.1.** Only indigenous endemic plant species (in other words naturally occurring in the region) as prescribed in the Environmental Management plan approved for the Reserve may be planted. This also applies to grasses and no exotic grasses such as Kikuyu may be brought onto or planted on the Reserve.
- 10.2.** All alien (exotic) plants that is present on the property of a member, irrespective if it was planted by the member or not, must be removed by the member.
- 10.3.** Natural plant life must be disturbed as little as possible on stands and in open spaces.
- 10.4.** Owners are only allowed to do landscaping in the demarcated 600x600 area as defined per stand

11. PLANT AND ANIMAL LIFE

- 11.1.** No person may hunt, maim or kill, disturb, tease or capture any wild animal (the term “animal” refers to any form of vertebrate or invertebrate life) or to keep any wild animal or remove any wild animal, whether dead or alive. No person may remove from its natural site, damage or destroy the nest of a bird, reptile, amphibian or invertebrate, or the eggs thereof.
- 11.2.** Plants may not be damaged or removed from the open spaces.
- 11.3.** Members are encouraged to enjoy nature walks but may not walk through and/or damage the fynbos or other flora. Walking on the fire paths is a great way to enjoy the environment.

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

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

12. FIRE HAZARDS

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

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

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

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

13. BEACH, DUNES AND OPEN SPACES

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

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

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

13.4. No sand boarding on the dunes is allowed.

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

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

14. MAINTENANCE OF PROPERTY

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

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

15. ACTIVITIES

15.1. General

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

15.2. Music and noise related activities

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

15.3. Mowing Lawns and Use of Power Tools

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

15.4. Washing

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

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15.5. Major Gatherings, Parties

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

15.6. Motorcycles/Quad Bikes

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

15.7. Public Walkways

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

15.8. Weapons

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

15.9. Fireworks

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

15.10. Portable generators – noise emissions

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

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16. VEHICLES AND SPEED LIMIT

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

17. SECURITY

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

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

18. ESTATE AGENTS

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

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Manager.

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

19. FINES AND PENALTIES

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

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

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Appendice A

SECURITY GATE CELL PHONE NUMBER REGISTRATION FORM

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

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

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

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

Signed on this _____ day of _____ 20 ____ at _____

Home Owner:

Name: _____ Signature: _____

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Name: _____ Signature: _____

Comments:

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DISPUTE RESOLUTION GUIDELINES

1. Objective

It is considered good governance that disputes are resolved to promote the objectives of the Association, in the interests of on-going relationships between Home Owners and between Home Owner(s) and the Association, expeditiously and in the most cost-effective manner.

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

THE DIFFERENCE BETWEEN A DISPUTE AND A COMPLAINT

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

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

The parties to a dispute or a complaint shall as far as reasonably possible attempt to resolve it in good faith and with mutual respect through constructive dialogue and interaction before engaging in any procedures provided for herein and in the Constitution.

The goals of the *Dispute Resolution Guidelines* are;

- a) to improve compliance with the rules of the Reserve,
- b) to enhance community involvement in the dispute resolution process,

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- c) to provide more effective dispute resolution,
- d) to ensure fairness and transparency, and to facilitate access to justice, and
- e) to prevent undue costs and delays.

2. Status of Dispute Resolution Guidelines

The parties involved in any dispute shall participate in the dispute resolution process in utmost good faith. The Dispute Resolution Procedure in these guidelines, read with the relevant provisions of the Constitution, are available to all Home Owners and the Association.

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

- i. the Constitution,
- ii. the Conduct Rules,
- iii. Building Rules,
- iv. Architectural or other applicable guidelines,
- v. Community Schemes Ombud Service Act, 2011, and
- vi. The rules of natural justice.

3. Matter to be tabled for resolution

In order to facilitate the resolution of complaints and disputes, Home Owners may, amongst others, use this procedure for resolution of a dispute or complaint in respect of:

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

Disputes where this procedure does not apply are;

- a) a dispute between a Home Owner and the Developer,
- b) a dispute between a Home Owner and his/her Contractor or employee, and
- c) a dispute between a Home Owner and a Provincial or Local Authority, or similar

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competent authority.

4. Procedure

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

- Constitution
- Rules of Conduct
- Building Rules
- Architectural and other applicable guidelines

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

Step 1:

The Home Owner must raise the complaint or dispute in writing with the Reserve Manager (without prejudice to the Home Owner). Disputes must be delivered to the Reserve Manager, emnautilus@gmail.com, and copied to the Managing Agent, Status Mark, status1@status-mark.co.za, for the attention of the relevant Executive Committee portfolio member.

The Reserve Manager must, to the best of his ability:

- Meet with the aggrieved party(s) at a convenient time and place;
- Obtain all relevant facts about the issue;
- Objectively and with an open mind analyze the relevant issue(s).

If the complaint or dispute is assessed to be of a minor nature, capable of being settled through conciliation or otherwise, the Reserve Manager should respond as soon as possible and in a manner he/she deems appropriate to resolve the matter impartially and fairly.

If the issue is assessed by the Reserve Manager to be not capable of being informally resolved through conciliation between the parties, or if the parties are not satisfied

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with the outcome of the process, **Step 2** becomes applicable and the matter shall be referred to the Executive Committee for resolution in accordance with the provisions of clause 14 of the Constitution.

Step 2:

If the Reserve Manager, or the Home Owner elects to refer the matter to the Executive Committee in terms of clause 14 of the Constitution, the dispute must be recorded on the Application for Dispute Resolution Form as per **Annexure B**.

The completed form, together with any further relevant comments or documents, shall be delivered to the Reserve Manager, who shall forthwith refer the matter to the Executive Committee, together with any comments, documents and reports that he/she deems necessary and relevant to the dispute. On receipt, the Executive Committee shall thereafter endeavor to resolve the dispute substantially in the manner provided for in clause 14 of the Constitution, as may be amended from time to time.

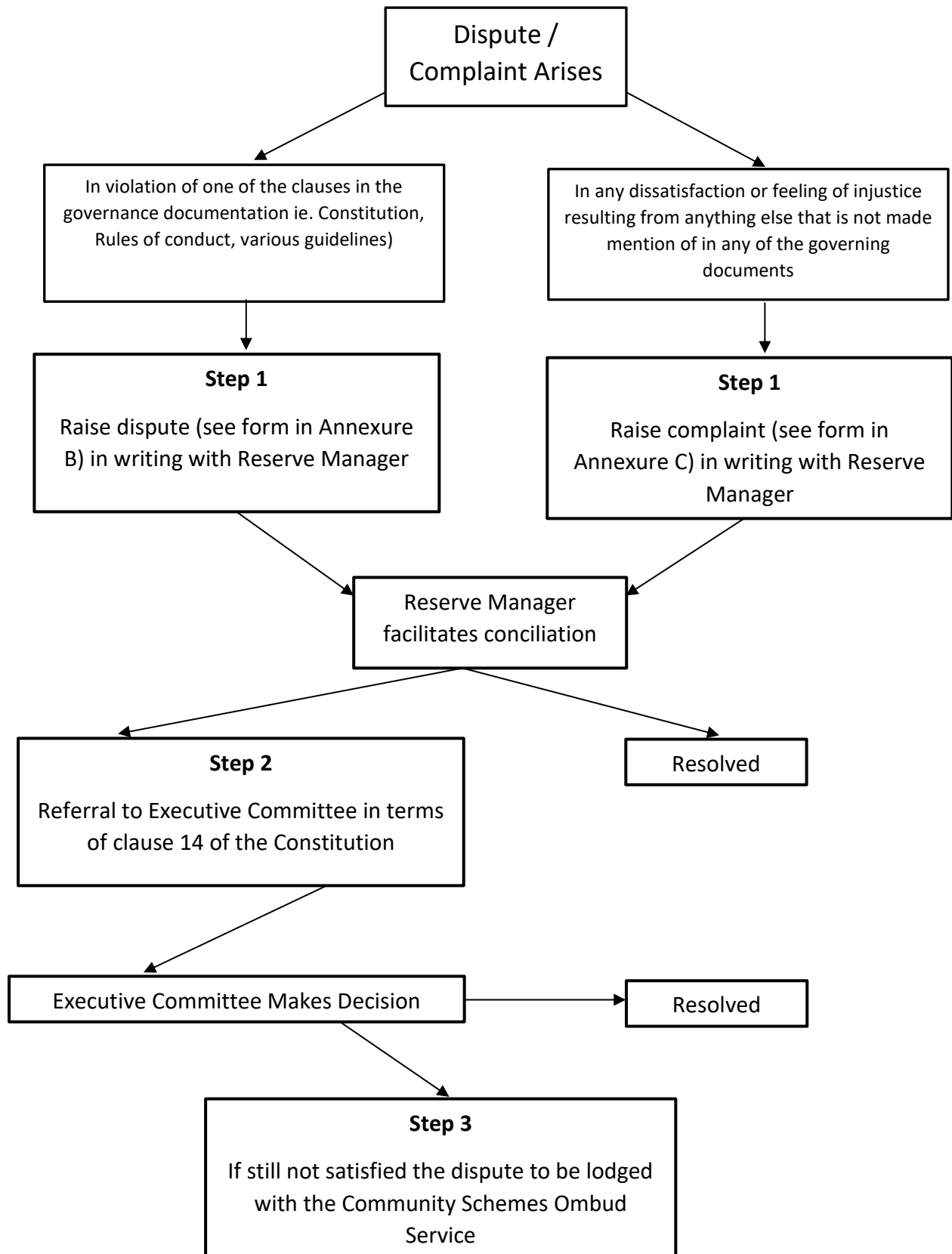
Step 3:

A Home Owner, if still dissatisfied with the outcome of the dispute resolution process herein or in the Constitution, may refer the matter to the Community Schemes Ombud (www.csos.org.za) in terms of the Community Schemes Ombudsman Service Act, 2011, in the manner prescribed by the Ombud from time to time.

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Annexure A

Dispute Resolution Guidelines Conceptualized



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Annexure B

Nautilus Bay Coastal Reserve Home Owners Association Application for Dispute Resolution

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

Internal Reference Number:

1 Details of person making this application

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

2 The application pertains to which type of matter:

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

☐	Constitution	☐	Conduct Rules	☐	Building Rules	☐	Agricultural Guidelines	☐	Other
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Paragraph Number & Description	
No	Description

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

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

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

4 Detail of application/alleged breach:

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

5 Exhaustion of other remedies:

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

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6 Relief sought:

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

7 Additional Information:

8 Supporting documentation:

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

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9 Declaration and Signature of applicant:

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

Signature of Applicant

Date

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Annexure C

Nautilus Bay Coastal Reserve Home Owners Association

Complaint Form

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

Internal Reference Number:

1 Details of person lodging the complaint

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

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

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

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

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4 Detail of complaint:

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

5 Exhaustion of other remedies:

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

6 Relief sought:

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

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7 Additional Information:

8 Supporting documentation:

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

9 Declaration and Signature of Complainant:

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

**Signature of
Complainant**

Date

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EXECUTIVE COMMITTEE ELECTION PROCEDURE

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

"6. EXECUTIVE COMMITTEE

6.1 The Executive Committee shall consist of not less than 3 (three) and not more than 5 (five) Members, or the spouses of Members (the Trustees), elected at the Annual General Meeting of the Association, subject to clause 6.2 (of the Constitution)"

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

Step 1

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

Step 2

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

Step 3

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

Step 4

Status--mark will prepare a summary of all the Nominees in alphabetical sequence with the following information:

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

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

Step 5

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

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Addendum A

NOMINATION AS EXECUTIVE COMMITTEE MEMBER

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

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

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

(Signature of Nominator)

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

(Signature of Nominee)

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Addendum B

TRUSTEE NOMINATION MANIFESTO

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

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

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

I hereby undertake to do the following:

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

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

(Signature: Nominee)

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Addendum C

EXECUTIVE COMMITTEE CODE OF CONDUCT

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

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

1.1 The main business of the NBCRHOA is to:

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

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

- 1.2.1 The qualification and eligibility requirements, to become or remain an Executive Committee Member of the NBCRHOA;
- 1.2.2 be at all times a paid-up Member or a representative of a paid-up Member

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where the Member is a legal entity, and/or the spouse of a paid-up Member, of the NBCRHOA;

- 1.2.3 may not be in breach of any of his/her obligations as a member of the NBCRHOA, as stipulated in the Constitution or the Rules;
- 1.2.4 may not absent himself from meetings of Executive Committee for 6 (six) consecutive months without the leave of the Chairperson.

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

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

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

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3. GOVERNANCE

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

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

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

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

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

3.2 The fiduciary relationship is:

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

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

3.3 **Obligations:**

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

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

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

3.4 **Community Schemes Ombud Service Act obligations:**

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

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

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

3.4.3 Exercise an active and independent opinion with respect;

3.4.4 Exercise due diligence on matters decided.

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

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

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

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

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

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

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

4.6 Deriving no personal profit from his/her activities;

4.7 Not soliciting or accepting gifts, gratuities, or favours, especially with those given

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with the intent of influencing a decision;

- 4.8 Not seeking preferential treatment from other executive committee members, committees, contractors, or suppliers;
- 4.9 Not advancing a personal cause by using your position on the Executive Committee or to enhance your financial status through the use of particular contractors or suppliers;
- 4.10 Acting within the limits of authority of the Executive Committee;
- 4.11 Treating all matters dealt with by the Executive Committee as confidential, even if no longer a trustee;
- 4.12 As a collective with fellow Executive Committee Members, taking all reasonable steps to secure and preserve the property of Members; and
- 4.13 Taking reasonable care to ensure that no other Executive Committee Member commits breaches of trust.
- 4.14 Relationships and Communication: Executive Committee Members must:
 - 4.14.1 Strive towards building relationships on respect, trust, co-operation and care, recognizing they are part of the same team;
 - 4.14.2 Commit to achieving common goals, maintaining good relationships and continually striving to improve the process of decision making and performance as a team;
 - 4.14.3 Set an example of humility and demonstrate the value of respect for others in behaviour, language, manners, the tone of voice and all forms of communication, where ideas are examined and criticized, not people;
 - 4.14.4 In cases of disagreement amongst Executive Committee Members, strive toward consensus, incorporating the wisdom from different viewpoints and accept the leadership and decisions of the Chairman;

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- 4.14.5 Accept that the Executive Committee operates by majority decision and that individual Executive Committee Members must be prepared to support such decisions in public;
- 4.14.6 Satisfy himself/herself that adequate management controls are in place;
- 4.14.7 Furnish accurate and complete information if requested by members
- 4.14.8 Executive Committee Members are not required to be experts in any particular area in which they operate unless they have the relevant professional skills; if they have, they will be judged according to that professional standard, but if not, the standard will be that of the reasonable man.

5. REMOVAL AS EXECUTIVE COMMITTEE MEMBER

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

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

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

Signature: _____ Date: ____ / ____ / 2____