MANOR

DEED OF SALE

THE TRUSTEES FOR THE TIME BEING OF
THE FINKENSTEIN PORTION THREE TRUST

(herein represented by DIEDERIK JOHANNES JOOSTE FAKCULYN GOUS and/or RONALD LEONARD KUBAS and/or LEON BASSON, duly thereto authorised)

P O Box 3865, Windhoek

Tel: 061 – 240 124

E-mail: djf@idc.com.na / leonbas23@gmail.com

(hereinafter called "the SELLER")

AND

1. _____

Identity number: _____

Marital status: _____

Income tax number: _____

P O Box _____ Tel: _____

E-Mail: _____

AND

2. _____

Identity number: _____

Marital status: _____

Income tax number: _____

P O Box _____ Tel: _____

E-Mail: _____

(hereinafter called "the PURCHASER/S")

THEUNISSEN, LOUW & PARTNERS
Schutzen Haus, No. 1 Schutzen Street
WINDHOEK, NAMIBIA
Tel : 237856
E-mail: tobie@theunissenlouw.com

WITNESSETH:

1. PREAMBLE

(a) **WHEREAS** the SELLER is the registered owner of the following Property, namely:

CERTAIN:	**Portion 233 (a Portion of Portion 3) of the Farm FINKENSTEIN No. 526**
SITUATED:	**In the Municipality of Windhoek**
	REGISTRATION DIVISION "K", Khomas Region
MEASURING:	**28,3545 hectares**
HELD BY:	**Virtue of Certificate of Registered Title No. T5675/2015**

(b) **AND WHEREAS** the SELLER developed the said Property by establishing a township thereon, called **Finkenstein Manor,** consisting of an estimated number of 282 erven, comprising erven of a mixed density and zoning, for use thereof of residential, commercial, leisure, or frail care purposes or any other purpose the SELLER may in its sole discretion deem necessary and appropriate.

(c) **AND WHEREAS** the Township is managed and administrated by an Owners Association, subject to a constitution, rules and guidelines prepared and completed by the SELLER.

(d) **AND WHEREAS** the Property is being developed in phases with the SELLER at all times reserving the right to extend or reduce the development at its sole choice and discretion across the boundaries of the property or other adjacent properties which belong or may in future belong to the SELLER.

(e) **AND WHEREAS** the parties hereto have agreed that the SELLER will sell to PURCHASER 1 x residential erf in the development on the terms and conditions contained herein.

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

2. INTERPRETATIONS AND DEFINITIONS

2.1 The headings to the clauses and any schedules to this Agreement are for reference purposes only and shall in no way govern or affect the interpretation of, nor modify, nor amplify, the terms of this Agreement, nor any clause, annexure or schedule hereof.

2.2 Unless inconsistent with the context, the words and expressions set forth below, shall bear the following meanings and cognate expressions shall bear corresponding meanings

2.2.1 **"Agent"** means _____

2.2.2 **"Agreement"** means this document together with all of its annexures, as

amended from time to time;

2.2.3 **"Association"** means — the **Finkenstein Manor Owners Association** incorporated for the purposes of the management and administration of certain functions and duties of the Town within the Development;

2.2.4 **"Building & Planning Procedures"** mean — The Finkenstein Manor Building and Planning Procedures annexed hereto as Annexure "G", which will also be available for inspection at the offices of the Finkenstein Manor Owners Association.

2.2.5 **"Business day"** means — any calendar day, excluding Saturdays, Sundays and official public holidays in the Republic of Namibia; and **"Day**" has a corresponding meaning;

2.2.6 **"Constitution and Rules"** mean — the Constitution and rules to be adopted by the Finkenstein Manor Owners Association;

2.2.7 **"Construction Regulations"** mean — The Finkenstein Manor Homeowners Association Construction Regulations annexed hereto as Annexure "E";

2.2.8 **"Conveyancer"** means — Theunissen, Louw & Partners, No. 1 Schutzen Street, Windhoek, Tel: 061 – 237 856;

2.2.9 **"Date of acceptance"** means — the date of signature of this agreement by the signatory who signs it last in time;

2.2.10 **"Development period**" means — the full period required for the completion of the construction improvements which may, in the discretion of the SELLER, be conducted and performed in various phases;

2.2.11 **"Design Manual"** means — The Finkenstein Manor Homeowners Association Design Manual annexed hereto as Annexure "F";

2.2.12 **"Drawing and specifications"** means — the approved Engineers drawings and specifications

	according to which the improvements shall be constructed and completed;
2.2.13 **"Engineer"** means	Burmeister & Partners Consulting Engineers, No. 8 Eugene Marais Street, Windhoek, Tel: 061 – 379 000;
2.2.14 **"Improvements"** mean	Residential buildings constructed on the Property in accordance with Annexures "E", "F" and "G";
2.2.15 **"Land"** means	Certain: Portion 233 (a Ptn of Ptn 3) of the Farm Finkenstein No. 526 Situated: In the Municipality of Windhoek, Registration Division "K", Khomas Region Measuring: 28,3545 hectares Held by: Certificate of Registered Title No. T5675/2015;
2.2.16 **"Land surveyor"** means	Strydom & Associates Land Surveyors;
2.2.17 **"Law"** means	any law (including common or customary law), or statutory, constitution, decree, judgment, treaty, regulation, directive, by-law or any other legislative measure of any government, local government, statutory or regulatory body or court;
2.2.18 **"Month"** means –	in reference to a number of months, from a specific date, a period commencing on that date to the day immediately preceding the same date of any subsequent Month; and in any other context, a Month of the calendar, that is one of the 12 (twelve) Months of the calendar; and **"Months"** and **"Monthly"** have a corresponding meaning;
2.2.19 **"Occupation date**" means	date of transfer of the Property into the name of the PURCHASER;
2.2.20 **"Party"** means	either the SELLER or the PURCHASER, and **"Parties"** means any and/or all of them;

2.2.21	**"POCA"** means	the Prevention of Organized Crime Act 2004 (Act No. 29 of 2004) as amended, together with all amendments, directives, and guidance notes pertaining thereto as issued from time to time;
2.2.22	**"Property"** means	the Property referred to in clause 3 of this agreement;
2.2.23	"**PURCHASER**" means	_____ _____
2.2.24	**"PURCHASER's address**" means	_____ _____
2.2.25	**"SELLER"** means	the Trustees for the time being of the **FINKENSTEIN PORTION THREE TRUST**;
2.2.26	"**SELLER's address**" means	_____;
2.2.27	**"Services**" mean	all internal services constructed upon the land, which services, *inter alia*, will relate to Civil Engineering works like streets, stormwater drainage, internal water and sewerage network etc., including electrical network services and telecommunication services;
2.2.28	"**Transfer"** means	the registration of transfer of the Property into the name of the PURCHASER;
2.2.29	"**Transfer date**" means	the date upon which registration of transfer of the Property into the name of the PURCHASER is registered by the Registrar of Deeds, Windhoek;
2.2.30	**"VAT**" means	valued added tax as defined in the Value Added Tax Act No. 10 of 2000, as amended.
2.2.31	**"VAT Act"** means	the Namibian Value-Added Tax Act 2000 (Act No. 10 of 2000) as amended.

2.3 The singular shall include the plural or *vice versa* and words importing one gender shall include the other genders.

2.4 Headings to clauses are for reference purposes only and are not to be used in the interpretation thereof.

2.5 The number of days prescribed shall be calculated exclusively of the first and inclusively of the last day, unless the last day falls on a Saturday, Sunday or public holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.

2.6 Unless inconsistent with the context or save where the contrary is expressly indicated:

2.6.1 if any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it appears only in this agreement (*Interpretation and Definitions)*, effect shall be given to it as if it was a substantive provision of this Agreement;

2.6.2 when any number of days are prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last day, unless the last day falls on a day which is not a Business Day, in which case the last day shall be the next succeeding Business Day and notwithstanding the fact that it has not been stated as such in any one or more clauses of this Agreement only Business Days shall be taken in the computation of any period provided for in this Agreement;

2.6.3 in the event that the day for performance of any obligation to be performed in terms of this Agreement, shall fall on a day which is not a Business Day, the relevant day for performance shall be the subsequent Business Day;

2.6.4 any reference in this Agreement to an enactment is to that enactment as at the Signature Date and as amended or re-enacted from time to time;

2.6.5 any reference in this Agreement to this Agreement or any other agreement or document, unless specifically otherwise stipulated, shall be construed as a reference to this Agreement or, as the case may be, such other agreement or document as same may have been or may from time to time be amended, varied, novated or supplemented;

2.6.6 a reference to a Party includes that Party's successors-in-title and permitted assigns; and

2.6.7 the words **"shall"** and **"will"** and **"must"** used in the context of any obligation or restriction imposed on a Party have the same meaning.

2.6.8 Unless inconsistent with the contents, an expression which denotes:

2.6.9 any one gender includes the other genders;

2.6.10 a natural person includes an artificial person and *vice versa*; and

2.6.11 the singular includes the plural and *vice versa*.

2.7 The schedules and annexes to this Agreement, if any, form an integral part hereof and words and expressions defined in this Agreement shall bear, unless the context otherwise requires, the same meaning in such annexes and schedules. To the extent that there is any conflict between the annexes and schedules in this Agreement and the provisions of this Agreement, the provisions of this Agreement shall prevail.

2.8 Where any term is defined within the context of any particular clause in this Agreement, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the same meaning as ascribed to it for all purposes in terms of this Agreement, notwithstanding that the terms are not being defined in this Agreement (*Interpretation and Definitions*).

2.9 The rule of construction, that in the event of ambiguity, the Agreement shall be interpreted against the Party responsible for the drafting thereof, shall not apply in the interpretation of this Agreement.

2.10 This Agreement shall be binding on and enforceable by the estates, heirs, executives, administrators, trustees, permitted assigns or liquidators of the Parties as fully and effectually as if they had signed this Agreement in the first instance. Reference to any Party shall be deemed to include such Party's estate, heirs, executives, administrators, trustees, permitted assigns or liquidators, as the case may be.

2.11 Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail. In the event of an incorrect clause reference, the clause number shall be inferred from the context of the referring clause, and in the event of a dispute, shall be determined by the Attorneys (acting as experts and not as arbitrators) whose determination shall be final and binding on the Parties.

2.12 The words **"material"** and **"materially"** means, when used as an adjective in conjunction with an event, condition, circumstance, effect or other item that there is a substantial likelihood that a reasonable person will in the matter concerned attach importance to the event, condition, circumstance, effect, or item in evaluating the Party to which it relates and/or the event, condition, circumstance or effect contemplated in this Agreement.

2.13 The word **"include"**, **"including"** and **"in particular"** shall be construed as being by way of example or emphasis only and shall not be construed, nor shall they take effect, as limiting the generality of any preceding word/s.

2.14 The words **"other"**, **"otherwise"** and **"*inter* alia"** shall not be construed *eiusdem generis* with any preceding words if a wider construction is possible.

2.15 Capitalized terms used in this Agreement have the meaning given to them in this definition clause or as stated elsewhere in this Agreement.

2.16 Any reference to any statute, regulation or other legislation shall be a reference to that statute, regulation or other legislation as at the signature date, and as amended or substituted from time to time.

2.17 Where any term is defined within a particular clause other than this clause 2, that term shall bear the meaning ascribed to it in that clause wherever it is used in this Agreement.

2.18 Any reference to days (other than a reference to business days), months or years shall be a reference to calendar days, months or years, as the case may be.

2.19 The use of the word "including" followed by a specific example/s shall not be construed as limiting the meaning of the general wording preceding it and the *eiusdem generis* rule shall not be applied in the interpretation of such general wording or such specific example/s.

3 SALE AND PURCHASE:

3.1 The SELLER is the registered and beneficial owner of the Property and therefore hereby sells to the PURCHASER ,who hereby purchases:

CERTAIN: **Erf No. _____FINKENSTEIN**
(being the approved General Plan Erf number)

SITUATED: **In the Municipality of Windhoek**

REGISTRATION DIVISION "K", Khomas Region

MEASURING: **_____Square metres**

(hereinafter referred to as "the PROPERTY") as indicated on the town layout plan annexed hereto as Annexure "A" subject to:

3.1.1 the conditions imposed or to be imposed in terms of the relevant legislation by the Government or relevant authority, including any conditions in respect of rezoning, subdivisions, height or coverage;

3.1.2 any servitudes which may be applicable to the Property hereby sold, or to the building structures to be constructed thereon if laid down in accordance with the contents of this Agreement by the relevant Authority or imposed by them upon approval of the township;

3.1.3 any servitudes or conditions contained in the existing title deed of the land;

3.1.4 the conditions which the SELLER as Developer and/or the Association intends to impose;

3.1.5 the terms and conditions contained in the constitution of the Association and any Rules adopted by the Developer and/or the Association for purposes of effectively administrating the township for the benefit of all members of the Association;

3.2 the terms and conditions set out in this Agreement and specifically subject thereto that the SELLER may develop the Township in phases at its sole discretion;

3.3 the terms and conditions of The Kapps Farm Township Scheme as amended from time to time.

4 PURCHASE PRICE AND PAYMENT

The PURCHASE price is the sum of **N$_____ (_____ _____ NAMIBIA DOLLARS)**, **inclusive of estate agents commission and exclusive of VAT,** if any, and shall be payable by the PURCHASER as follows:

4.1 a non-refundable deposit of **N$70 000.00 (SEVENTY THOUDAND NAMIBIA DOLLARS)** against signature of this agreement directly to the SELLER.

4.2 the balance of the purchase price, alternatively an acceptable Banker's guarantee at the costs of the PURCHASER for the amount of **N$_____ (_____ NAMIBIA DOLLARS)** payable into the trust account of the Conveyancer, within 7 (Seven) days after receipt of a written request to such effect by the Conveyancers, details of which will be provided.

4.3 any amounts so paid by the PURCHASER to the SELLER in terms of clause 4.1 above, may be utilized by the SELLER or its appointed agents towards the costs and expenses relating to the development.

4.4 the PURCHASER irrevocably and unconditionally acknowledges, agrees and consents that the deposit referred to in clause 4.1 will in all circumstances be NON-REFUNDABLE.

4.5 The Conveyancer is hereby authorised and instructed by the PURCHASER to pay all monies paid bythe PURCHASER to the Conveyancer, in terms of clause 4 above to the SELLER to be utilized in terms of clause 4.3 above.

4.6 Should the PURCHASER fail to obtain a loan from a financial institution or to provide the cash payment, payment guarantee or other acceptable security as referred to in this clause 4, the SELLER shall be entitled at its sole discretion, to cancel the agreement with written notice, in which event all monies paid by the PURCHASER, (including the deposit referred to in clause 4.1 above) shall be forfeited in favour of the SELLER.

4.7 Should the SELLER elect not to cancel the agreement in terms of 4.6 above, the PURCHASER shall as from the applicable due date referred to herein above:

4.7.1 become liable for the payment of levies to the Association as if the Property had been duly transferred and registered in the PURCHASER'S name, notwithstanding the fact that such due date may occur before the completion date;

4.7.2 become liable for the payment of interest to the SELLER on the balance purchase price at the rate of 20% per annum, or a pro rate portion thereof for any part of a year.

4.8 The interest and levies referred to above shall be due and payable monthly in arrears before or on the last day of each respective month.

4.9 All amounts payable by the PURCHASER in terms of this agreement shall be so paid by the PURCHASER free of exchange or bank commission at Windhoek and without deduction or set off.

5 FIA & POCA

5.1 The SELLER and PURCHASER herewith acknowledge that, in terms of Industry Guidance Note No. 01 of 2012 issued by virtue of the Financial Intelligence Act No. 13 of 2012, both the SELLER and PURCHASER must be fully FIA compliant.

5.2 Both the SELLER and PURCHASER herewith irrevocably and unconditionally undertake to comply with and fulfil the requirements of the legislation referred to above in order to become FIA compliant to the satisfaction of the Conveyancers and the Financial Intelligence Centre.

5.3 The Parties herewith further acknowledge and irrevocably agree that the Conveyancer shall not be obliged to administer and/or invest any monies deposited in their trust account in terms of clause 4.3, unless both the SELLER and PURCHASER have provided the Conveyancer with the documents required in terms of FIA and POCA to the satisfaction of the Conveyancer and the Financial

Intelligence Centre. The Conveyancer shall not be liable for any loss of interest suffered as a result of either Parties' failure and/or delay to comply with clause 5 herein.

6 OCCUPATION, POSSESSION AND TRANSFER

6.1 Possession and occupation of the Property will be given to the PURCHASER, and the PURCHASER shall be obliged to take possession thereof against registration of transfer into the name of the PURCHASER.

6.2 Subject to clause 6.1, the PURCHASER shall be liable for payment of all local authority and/or Association levies, fees, rates and taxes from date of registration of transfer into the name of the PURCHASER.

6.3 From date of registration of transfer of the Property into the name of the PURCHASER, the Property shall be at the sole risk of profit and loss of the PURCHASER.

7 OCCUPATIONAL INTEREST

If transfer is not registered into the name of the PURCHASER before date of possession, or, if the parties agree on a date of occupation other than the date of possession stipulated above, then the PURCHASER shall be obliged and bound to pay the SELLER compensation for occupation of the Property in the amount of **N$_____ (_____ NAMIBIA DOLLARS)** per month or any part thereof for any period during which the PURCHASER has been in occupation of the Property before the date of transfer. Likewise, should the SELLER remain in occupation of the Property after date of registration of the transfer it shall become liable for payment of occupational interest in an amount similar to that stipulated above. Occupational interest shall be payable monthly in arrears before or on the last day of each respective month.

8 TRANSFER AND TRANSFER COSTS

8.1 The Conveyancer's transfer costs shall be paid by the PURCHASER within 3 (three) days from being requested to do so by the Conveyancers, which amount shall relate to all the costs incurred in respect of the transfer of the Property into the PURCHASER's name, which amount includes transfer duty, the cost of this Agreement, as well as stamp duty and all other costs of transfer and matters incidental thereto. This amount does not form part of the Purchase Price and shall be paid into the trust account of the Conveyancers in addition to the monies referred to as per clause 4 above. The Parties hereto record and agree that the fees and costs of the Conveyancers will be based upon the fees as prescribed by the regulations to the Deeds Registry Act, 1947 (Act No. 37 of 1947).

8.2 Transfer of the Property shall be effected by the SELLER'S Conveyancers, THEUNISSEN, LOUW & PARTNERS, within a reasonable time after the PURCHASER has complied with the terms of clause 4 hereof and made payment to the SELLER'S Conveyancers of **transfer duty, revenue stamps and all**

other costs of transfer and matters incidental thereto, for all of which the PURCHASER shall be liable and obliged to make provision on demand.

8.3 The parties hereby undertake to immediately upon written request by the Conveyancers, sign all documents and do all that is necessary, which in the opinion of the Conveyancers may be necessary to effect registration of transfer of the Property in the name of the PURCHASER and to give effect to the provisions of the agreement.

8.4 The PURCHASER undertakes within 10 (ten) days of request to deliver/furnish to the Conveyancers such documents/information as may be required to procure compliance with any of the provisions of this transaction or any applicable legislation.

8 . 5 The PURCHASER acknowledges that he/she/it is aware of the fact that he/she/it is liable to pay transfer duty within 6 (six) months from date of acceptance hereof, from which date penalties at a rate of 10% (ten per centum) per annum on the amount of the transfer duty, will be levied in terms of the Transfer Duty Act 1993, Act No. 14 of 1993. In order not to pay any penalties on transfer duty, the PURCHASER is entitled to pay the transfer duty before expiration of the period of 6 (six) months to the Receiver of Revenue, Windhoek, or to the Conveyancers effecting the transfer, and request them to deposit same with the Receiver of Revenue.

9 ***FORCE MAJEURE***

Neither Party shall have any liability to each other under this Agreement if he/she/it/they is/are prevented from or delayed in performing any of his/hers/its/their obligations under this Agreement, or from carrying on his/her/its/their business, by acts, events, omissions, or accidents beyond reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes, an act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulations or direction, accident, fire, flood or storm.

10 WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS

10.1 The SELLER at the Signature Date and on each subsequent day that this Agreement is in force –

10.1.1 warrant and represent that to the best of its knowledge and belief, the execution of this Agreement and fulfilment of the obligations in accordance with the terms of this Agreement do not contravene any law or any contractual obligation binding on it;

10.1.2 undertake to sign without delay all such documents and agreements as it may be required to sign by the Conveyancers to give effect to the intent and purpose of this Agreement and the terms and conditions contained herein.

10.2 The PURCHASER at the Signature Date and on each subsequent day that this Agreement is in force undertakes to sign, without delay, all such documents and agreements as it may be required to sign by the Conveyancers to give effect to the intent and purpose of this Agreement and the terms and conditions contained herein.

10.3 The PURCHASER acknowledges that he/she/it is fully acquainted with the Property and with its nature and extent.

11 CO-OPERATION

The Parties hereby undertake to each other to:-

11.1 do and to procure the doing by other persons, all such acts; and

11.2 pass, and to procure the passing of all such resolutions (*if applicable*) to the extent that the same may lie within such Party's power and may be required to give effect to the import or intent of this Agreement, or any contract concluded pursuant to the provisions of this Agreement, the PURCHASER timeously of such payment, the PURCHASER hereby indemnifies them and the SELLER against any claims that might arise therefrom.

12 BREACH

12.1 Should the PURCHASER:

12.1.1 fail to furnish the payments or guarantee/s under clause 4 above by the date mentioned therein, and/or

12.1.2 fail to make the payments referred to in clause 8 above,

12.1.3 fail to comply with any other obligations under this contract within 7 (seven) days of the date of despatch by prepaid registered post of written notice requiring the PURCHASER to carry out the obligation/s in question, then in such event the SELLER shall be entitled (in addition to and without prejudice to any other rights available at Law):-

12.1.4 to claim specific performance on the part of the PURCHASER, OR

12.1.5 to cancel this Agreement and to recover from the PURCHASER any damages which the SELLER may have sustained by reason of the aforesaid breach and subsequent cancellation by the SELLER of this Agreement. The SELLER shall be entitled to retain all monies paid by the PURCHASER as an agreed-on pre-estimate of the minimum damages to be suffered by the SELLER, in the event of cancellation by the SELLER as a result of the PURCHASER'S breach of contract.

12.2 In the event of the cancellation of this Agreement, the SELLER shall further be immediately entitled to retake occupation of the Property and to eject any occupier of the Property who has obtained the right of occupation from the PURCHASER and the PURCHASER will have no right of recourse against the SELLER in respect of any improvements effected by him/her/it to the Property, and the PURCHASER will have no right of retention.

12.3 The PURCHASER further undertakes to pay all attorney- and client costs, collection commission and tracing costs which the SELLER might incur in collecting any amount owing in terms of this Agreement by the PURCHASER and which is not paid on the due date thereof, including interest on such an amount at the legal *morae* rate.

13 VOETSTOOTS

13.1 The Property is sold as described in the relevant existing title deed or diagrams as at the Transfer Date. The SELLER shall not be liable for any deficiency in extent or error in description which may be revealed upon any re-survey, nor shall the SELLER benefit by any possible surplus and the PURCHASER acknowledges that he/she/it has fully acquainted himself/herself/itself with the Property.

13.2 The Property is further sold ***"voetstoots"*** and as it is. The SELLER gives no warranty in regard to the buildings and any improvements (if any) upon the Property. The SELLER shall not be liable for any defects in the Property, either latent or patent.

13.3 It shall not be required by the SELLER to indicate to the PURCHASER the position of the beacons or pegs upon the Property and/or boundaries thereof.

14 EXTENT OF PROPERTY

14.1 The SELLER shall not be liable for any deficiency in the extent of the Property hereby sold, nor shall the SELLER benefit by any possible surplus. The Property is sold Voetstoots (as it stands) as to condition and extent, and the SELLER shall not be liable for any defects, either latent or patent. If the Property has been erroneously described herein, such mistake or error shall not be binding on the SELLER, but the description of the Property as set out in the Title Deed shall apply and the parties agree to the rectification hereof to conform to the intention of the parties. The PURCHASER is hereby deemed to have made himself/herself/itself acquainted with the situation, boundaries, nature, condition, extent and locality of the Property, the SELLER and/or its Agent being entirely free from any liability in respect thereof.

14.2 The SELLER and/or its Agent shall not be required to indicate to the PURCHASER the position ofthe beacons and/or pegs of the Property.

15 *DOMICILIUM CITANDI ET EXECUTANDI*

15.1 The Parties select as their respective *domicilia citandi et executandi* for the purpose of legal proceedings and for the purposes of giving or sending any notice provided for or necessary in terms of this Agreement, the following address:

the SELLER at: _____

_____

the PURCHASER at: _____

_____

15.2 Either party shall be entitled to change their *domicilia citandi et executandi* from time to time by giving written notice of an alternative address in Namibia (which address shall not be a postal address) to the other party, which notice shall take effect upon receipt thereof by the addressee.

15.3 All notices required to be given in terms of this agreement shall be in writing and shall be delivered by hand, e-mail, or be forwarded by pre-paid registered post, in which latter event they shall be deemed, until the contrary has been proved, to have been received by the addressee on the 7th (seventh) day after posting. In all other instances, delivery will be deemed to have occurred at the actual time of delivery.

15.4 Any notice addressed to a Party at its physical or postal address will be sent by prepaid registered post or delivered by hand.

15.5 A notice will be presumed, unless the contrary is proved, to have been given –

15.5.1 if posted by prepaid registered post, 7 (seven) days after the date of posting thereof;

15.5.2 if hand delivered during business hours on a Business Day, on the day of delivery;

15.5.3 if send by E-mail during business hours of a Business Day, on the day of delivery.

15.6 Notwithstanding any provision to the contrary, a notice actually received by a Party, although not at or in terms of his/her/its chosen *domicilium* in terms of this clause 15, shall be regarded as adequate notice for purposes of this Agreement.

16 INDEMNITY

The Parties herewith agree that they shall at all times hold harmless and keep indemnified the Conveyancers

(including, but not limited to, all its employees, partners, officers or contractors who are associated with the firm) against all actions, suits, causes of action, or other legal proceedings of any kind or nature whatsoever, claims, damages, demands, losses, costs, interest, penalties, liabilities, awards, and/or expenses (including reasonable attorneys' fees), arising out of or result from their execution of or any steps taken in accordance with any instructions received to give effect to the objectives of this Agreement and/or the Parties, and/or arising from this Agreement.

17 NOVATION

The Parties hereby agree that this Agreement shall supersede **all** previous agreements made between the Parties (if any) in respect of the sale of the Property and accordingly this Agreement constitutes a novation of any previous agreement(s) of sale of the Property between the Parties (if any).

18 ENTIRE CONTRACT

The Parties agree that this Agreement constitutes the entire Agreement between them and that there are no other conditions, stipulations, warranties or representations whatsoever made, other than such as may be included herein or in any subsequent written document signed by the Parties hereto. This Agreement supersedes and replaces any and all agreements between the Parties (and other persons, as may be applicable) and undertakings given to or on behalf of the Parties (and other persons, as may be applicable), whether in writing or otherwise, in relation to the Property hereof.

19 JURISDICTION

For the purposes of all or any proceedings herein the parties hereby consent to the jurisdiction of the Magistrate's Court otherwise having jurisdiction under Section 28 of the Magistrate's Court Act of 1944, as amended; notwithstanding that such proceedings are otherwise beyond this jurisdiction, this clause shall be deemed to constitute the required written consent conferring jurisdiction upon the said Court pursuant to Section 45 of the Magistrate's Court Act of 1944 as amended. Notwithstanding the aforegoing, the SELLER shall have the right at the SELLER'S sole option and discretion to institute proceedings in any other competent Court which might otherwise have jurisdiction.

20 GENERAL

20.1 Any latitude, indulgence or extension of time which may be allowed by the SELLER to the PURCHASER in respect of any payment provided for herein, or any matter or thing which the PURCHASER is bound to perform or observe in terms hereof, shall not in any circumstances be deemed to be a waiver of the SELLER'S right at any time, to require strict and punctual compliance with each and every provision or term hereof.

20.2 Any agreement between the PURCHASER and SELLER to cancel, alter or add to this Agreement, shall not be binding and shall be of no force nor effect unless reduced to writing and signed by the parties hereto.

20.3 The parties agree that this Agreement constitutes the entire contract between them and that there are no other conditions, stipulations, warranties or representations whatsoever made, other than such as may be included herein and signed by the parties hereto.

20.4 All annexures to this Agreement are initialed by the parties hereto for the purpose of identification and form an integral part of this Agreement.

20.5 No Party, nor the trustee, provisional liquidator, provisional judicial manager or judicial manager may cede any of its rights or delegate any of its obligations under this Agreement, without the written consent of the other Parties, which consent shall not be unreasonably withheld or delayed.

20.6 Prior drafts of this Agreement shall not be admissible in any proceedings as evidence of any matter relating to any negotiations preceding the signature hereof.

20.7 Each provision in this Agreement is severable, the one from the other, and if at any time any provision is or become or is found to be illegal, invalid, defective or unenforceable for any reason by any competent court, the remaining provisions shall be of full force and effect and shall continue to be of full force and effect.

21 SIGNATURE

If the PURCHASER signs this Agreement:-

21.1 as trustee or agent for a Company or Close Corporation to be incorporated:-

21.1.1 the PURCHASER in his/her personal capacity shall be regarded as PURCHASER in terms of this Agreement unless the said Company or Close Corporation is incorporated and duly adopts and ratifies this Agreement within 30 (thirty) days after the date upon which the SELLER signs this Agreement; or

21.1.2 in the event of the said Company or Close Corporation being duly incorporated and adopting and ratifying this Agreement in terms of clause 12 above, then the PURCHASER by his/her signature hereto, hereby interposes and binds himself/herself in favour of the SELLER as surety for and co-principal debtor in solidum with such Company or Close Corporation for the due and timeous performance by it of all of its obligations as PURCHASER in terms of this Agreement;

21.1.3 in his personal capacity, but with the right to nominate an as yet undisclosed third party ("the nominee") to be the PURCHASER in terms of this Agreement:-

21.2 the PURCHASER shall be personally liable as PURCHASER in terms of this Agreement unless the nominee advises the SELLER in writing within 30 (thirty) days after the date upon which the SELLER signs this Agreement that such nominee:-

i. is the undisclosed third party for whom the PURCHASER was acting when he/she/it signed this Agreement; and

ii. undertakes to be bound by all the terms and conditions of this Agreement as PURCHASER in terms hereof;

21.3 in the event of the nominee duly advising the SELLER in terms of clause 12 above, then the PURCHASER by his/her/its signature hereto hereby interposes and binds himself/herself/itself in favour of the SELLER as surety for and co-principal debtor in solidum with the nominee for the due and timeous performance by the nominee of all of his/her/its obligations as PURCHASER in terms of this Agreement.

22 BUILDING COMPLIANCE CERTIFICATE

22.1 The SELLER shall arrange, at its expense, to have the buildings or structures erected upon the Property and the current use of the Property, inspected by an authorized inspector as defined in Regulation 1 of the Municipality of Windhoek Building Regulations published under General Notice 57 of 28 April 1969 and to furnish the Conveyancer and/or the PURCHASER with a CERTIFICATE OF COMPLIANCE of the buildings as erected and the use thereof.

22.2 Should any work be required to be done or any other actions to be taken before the CERTIFICATE OF COMPLIANCE can be issued, then such work shall be effected and such actions taken by the SELLER at the expense of the SELLER prior to registration of the transfer.

22.3 In the event of registration of transfer being effected for whichever reason without the SELLER having furnished the Conveyancer and/or Agent or the PURCHASER with a CERTIFICATE OF COMPLIANCE as provided for hereinbefore, none of the parties to this agreement shall have any claim or action whatsoever against the Conveyancer and/or Agent and they, by their signatures hereto, irrevocably and in *rem suam* indemnify the Conveyancer and/or Agent against any such claim or action.

23 OWNERS ASSOCIATION

23.1 The **FINKENSTEIN MANOR OWNERS ASSOCIATION** shall *inter alia* regulate, control and manage the common interest of the owners of Property within the development.

23.2 The PURCHASER hereby records and acknowledges that the Property will be subject to the authority of the Finkenstein Manor Owners Association. Against transfer of the Property into his/her/its name, the PURCHASER shall *ipso facto* become a member of the said Finkenstein Manor Owners Association. By adding his/her/its signature to this agreement, the PURCHASER accepts the terms and conditions of the constitution and rules of the Finkenstein Manor Owners Association annexed hereto as annexure "B", the contents, force and effect of which he/she/it hereby declares himself/herself/itself to be fully acquainted with.

23.3 The PURCHASER irrevocably and unconditionally undertakes to enter into a notarial deed of imposition of conditions essentially in the form of and with the terms and conditions contained in Annexure "C" hereto.

24 SERVITUDES

24.1 The SELLER shall be entitled to register such servitudes across the Property as may be necessary for the purposes of the installation of services, including the following servitude which the PURCHASER shall be required to register, without payment or compensation:

24.1.1 to allow electricity, fibre optic cables and/or wires, main and/or other water pipes and pipelines and foul sewers and stormwater pipes, ditches and channels of any other Property or Properties to be conveyed across the Property, and surface installations such as mini-substations, meter kiosks and service pillars to be installed thereon if considered necessary by the Association, in such manner and position as may from time to time be reasonably required; this shall include the right of access to the Property at any reasonable time for the purposes of constructing, altering, removing or inspecting any works connected with the above; and

24.1.2 to receive such material or permit such excavation on the Property as may be required to allow use of the full width of an abutting road and provide a safe and property slope to its bank necessitated by differences between the level of the road as finally constructed and the level of the Property; unless the owner elects to building retaining walls to the satisfaction of and within a period to be determined by the SELLER.

25 LEVIES PAYABLE

The PURCHASER hereby acknowledges liability for payment of levies to the Finkenstein Manor Owners Association from registration and transfer of the Property into the name of the PURCHASER.

26 RESTRICTION ON RE-SALE

26.1 In order to successfully complete the development, and in order to defray the costs and expenses of the services, the SELLER is dependent on the marketing and sales of erven, which fact the

PURCHASER hereby acknowledges. Therefore the PURCHASER hereby agrees and consents not to sell, donate, exchange or other wisely alienate the Property without the prior written consent of the SELLER, which will not unreasonably be withheld.

26.2 In the event of a future re-sale of the Property by the PURCHASER, the following shall apply:

26.2.1 The written approval and consent of the Association shall be obtained in respect of each and every re-sale of the Property, or the shares, membership interest or beneficiary interest in and to any Company, Close Corporation or Trust, which may be the owner of the Property in the development.

26.2.2 Any re-sale shall be effected in terms of a standard Deed of Sale or Alienation or Disposition agreement embodying the terms and conditions contained herein and such other terms as the Owners Association may impose and shall in particular contain the following:

26.2.2.1 an undertaking by a new PURCHASER or Transferee to abide by the terms and conditions of the constitution of the Association and its Rules and Regulations as may be applicable from time to time;

26.2.2.2 an acknowledgement by the PURCHASER or Transferee in any re-sale that upon registration of transfer such PURCHASER or Transferee shall automatically become and remain a member of the Association, subject to its Constitution and Rules, and a specific reference to Annexures “A”, “B”, “C”, “D1”, “D2”, “D3”, “E”, “F” and “G” hereto, which Annexures shall also form part and be attached to any such further agreement of sale and purchase.

26.2.3 The PURCHASER or Transferee shall be obliged to deliver to the Owners Association a copy of the duly signed Deed of Sale within 7 (seven) days of such sale being effected, failing which the Owners Association shall be entitled to withhold its consent or approval to such re-sale until such time as the PURCHASER or Transferee has complied with the aforesaid obligations.

26.2.4 The PURCHASER shall not be entitled to re-sell or alienate in any manner whatsoever the Property or if registered in any Corporate Entity, the interest or shares in and to such Corporate Entity to any person or other legal entity prior to the transfer date or the date of occupation, whichever date is the later, unless prior written approval has been obtained from the SELLER or the Association (whichever is the case) which will only be given once the PURCHASER has complied with all the conditions referred to in this clause 26. It is agreed that and accepted that the said conditions are included in this Agreement for the sole

benefit of the SELLER as Developers and the Association in order to protect their rights under the agreement. Any such sale by the PURCHASER without the aforesaid consent shall *ipso facto* constitute a breach of this Agreement.

26.2.5 The PURCHASER, upon re-sale of the Property, or of any shares or interest in any Company, Close Corporation or Trust that may be the legal owner of Property in the development or fall within the jurisdiction of the ASSOCIATION shall, against registration of the transfer of the Property, shares or interest, be liable for payment to the ASSOCIATION of an amount equal to 5% of the purchase price of such Property, shares or interest. The said amount shall be payable in full to the ASSOCIATION against registration of the transfer of the Property, shares or interest, as the case may be.

27 RIGHTS RESERVED BY THE SELLER

The SELLER shall have the right in its sole discretion to develop the land and commence with and complete the services in various phases depending on the demand for serviced properties and the PURCHASER shall upon completion of the construction of services in respect of a specific phase be obliged to take transfer of a property purchased in such particular phase notwithstanding the fact that the rest of the land has not be provided with the necessary services.

28 ESTATE AGENT'S COMMISSION

The SELLER shall pay the Agent's Commission **of N$_____ (_____ NAMIBIA DOLLARS) (VAT inclusive)** which commission shall be deemed to have been earned upon the signature of this Agreement by both parties, as well as the subsequent fulfilment of clause 4 and shall be payable on the date of registration of transfer into the name of the PURCHASER.

The parties hereto furthermore agree that in the event of the sale being cancelled or transfer not being implemented as a result of any failure by the PURCHASER to carry out the PURCHASER's obligations hereunder, then the PURCHASER shall be liable to the SELLER and/or the Agent for the agent's commission above-mentioned.

The provisions of this clause 28 are intended by the SELLER and the PURCHASER to be a contract for the benefit of the Agent (*stipulatio alteri*) which may be enforced by the Agent, it being recorded and agreed that the Agent has accepted the benefits hereof by the Agent's signature at the foot hereof.

The PURCHASER hereby warrants that the only Agent who introduced him/her/it to the said Property is _____ (Agent name & tel no.) of _____ (Agency's name), Income Tax number at Receiver of

Revenue: _____ and hereby indemnifies and holds the SELLER free and harmless from and against any claim which may be made by any other Agent in respect of commission arising out of the sale of the Property where such other Agent claims to have actually introduced the PURCHASER to the Property and/or to the SELLER in connection with thetransaction therein set forth.

The commission will be paid into the account of the Agency, being:

Name of Bank: _____ Bank Branch code: _____

Account type: _____ Account No. _____

29 SPECIAL CONDITIONS

The PURCHASER hereby irrevocably and unconditionally agrees that:

29.1 the SELLER shall for as long as it will be the owner of unregistered erven or units in the development,be entitled to nominate 3 (three) trustees to the board of trustees of the Finkenstein Manor Owners Association.

29.2 the SELLER shall under no circumstances whatsoever become liable for the payment of levies on any unsold erven or sectional title units in the development.

29.3 The PURCHASER will sign the formal building line relaxation forms annexed hereto as Annexures "D1, D2, D3" in order to allow construction across building lines. The PURCHASER will in the event of a further sale of the Property be obliged to obtain similar undertakings from his/her/its new PURCHASER.

30 LIABILITY OF PURCHASER

30.1 If the PURCHASER is more than 1 (one) person, then all the persons signing the agreement shall jointly, severally and *in solidum* be liable for the due performance of their obligations in terms of this agreement and the PURCHASER hereby renounces all benefits arising from the legal exceptions *de duobus vel pluribus reis debendi*.

30.2 If this Agreement is entered into by the PURCHASER in a representative capacity, then the signatory binds himself/herself/itself as surety and co-principal debtor in favour of the represented party for the due performance of his/her/its principals in terms of this Agreement and the PURCHASER hereby renounces all benefits arising from the legal exceptions that may be applicable, namely *ordinis seu execusionis etdivisionis* and *de duobus vel pluribus reis debendi.*

30.3 If this Agreement is entered into by the signatory as Trustee for a Company or Close Corporation to be formed or already formed, or on behalf of himself/herself or his/her nominee, then in that instance the signatoryshall in his/her personal capacity as surety and co-principal debtor be liable for the due

fulfilment of all the obligations of such party in terms of this Agreement, specifically including, but not limited to thepayment of interest and or levies.

30.4 If the Close Corporation or Company to be formed is not formed before or on the date on which payment of the outstanding balance or guarantees in terms of clause 4 of this agreement is to be furnished; or

If the Close Corporation or Company is formed, but does not ratify, adopt and accept this Agreement; or

If the Close Corporation of Company ratifies, adopts and accepts this Agreement, but does not perform timeously in terms thereof; or

If a Close Corporation or Company which has already been formed and such Company and Close Corporation fail to perform timeously in terms of this Agreement; or

If such party nominates another person and the person thus nominated does not accept or does accept the nomination, but fails to perform timeously in terms of this Agreement,

then the signatory binds himself/herself as surety and co-principal debtor in favour of the represented party for the due performance by his/her principal of the terms of this Agreement and the PURCHASER hereby renounces all benefits arising from the legal exceptions that may be applicable, namely *ordinis seu execusionis etdivisionis* and *de duobus vel pluribus reis debendi.*

30.5 The trustee referred to in clause 30.3 above hereby renounces all benefits arising from the legal exceptions that may be applicable, namely *ordinis seu execusionis et divisionis* and *de duobus vel pluribus reisdebendi.*

31 CONDITIONS REGARDING THE CONSTRUCTION OF A RESIDENCE OR OTHER BUILDINGS ON THE PROPERTY

31.1 The PURCHASER shall lodge with the SELLER a letter of approval issued by a Commercial Bank in terms whereof the PURCHASER has in principle been approved for a loan covering the balance of the Purchase Price of the Property.

31.2 The PURCHASER shall within 5 (five) years after registration of transfer into his/her/its name, erect and complete a dwelling house on the Property.

32 CONSTRUCTION WORKS AND IMPROVEMENTS ON THE PROPERTY

32.1 All construction works and improvements on the Property shall at all times be subject to the Design

Manual and Construction Regulations of the Finkenstein Manor Homeowners Association as stipulated and set out in Annexures "E", "F" and "G", which documents are also available for inspection at the Finkenstein Manor Owners Association during business hours, and the contents of which documents, the PURCHASER hereby declares himself/herself to be familiar with.

32.2 The PURCHASER acknowledges that he/she is familiar with the terms and conditions as set out in Annexures "E", "F" and "G" and that it is accepted as such, which annexures form an integral part of this Agreement and are initialed by the parties hereto for the purpose of identification.

33. SPECIAL CONDITONS

_____

_____

_____

_____

_____

_____

THUS DONE and SIGNED by the **SELLER** at _____ on this _____ day of _____ 20____

AS WITNESSES:

1. _____ _____

2. _____ _____
for and on behalf of the
SELLER

THUS DONE and SIGNED by the **PURCHASER/S** at _____ on this _____ day of _____ 20____

AS WITNESSES:

1. _____ _____
PURCHASER

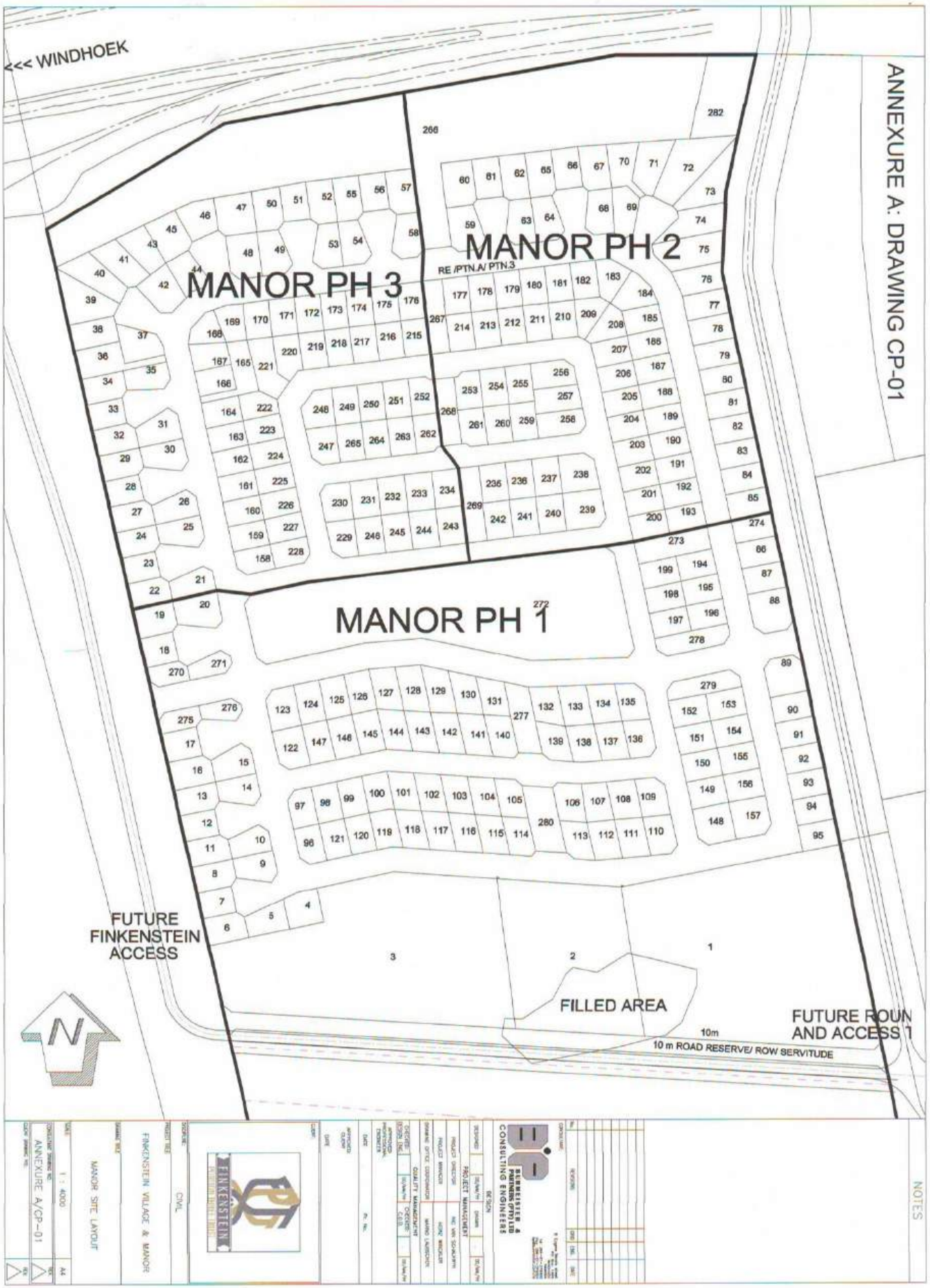
2. _____ _____
PURCHASER

THUS DONE and SIGNED by the **AGENT** at _____ on this _____ day of _____ 20____

_____

The AGENT

ANNEXURE "A"


<<< WINDHOEK
ANNEXURE A: DRAWING CP-01
MANOR PH 3
MANOR PH 2
RE /PTN A/ PTN 3
MANOR PH 1
FUTURE FINKENSTEIN ACCESS
FILLED AREA
FUTURE ROUN AND ACCESS 1
10m
10 m ROAD RESERVE/ ROW SERVITUDE
N
ANNEXURE A/CP-01
MANOR SITE LAYOUT
FINKENSTEIN VILLAGE & MANOR
CIVIL
NOTES

Annexure "B"

CONSTITUTION OF THE

FINKENSTEIN MANOR

OWNERS ASSOCIATION

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1. NAME

The ASSOCIATION that is hereby constituted shall be the Finkenstein Portion 3 Owners ASSOCIATION.

2. DEFINITIONS

In this constitution the following words shall, unless the context otherwise requires, have the meanings herein after assigned to them:

"Act" means the Local Authority Act 23/1992 and the Regional Councils Act 22/1992;

"ASSOCIATION" means FINKENSTEIN MANOR OWNERS ASSOCIATION;

"Auditors" means the Auditors of the ASSOCIATION;

"Business day" means weekdays other than Saturdays, Sundays and Public Holidays;

"Chairman" means the Chairman of the Trustees;

"Vice-Chairman" means the Vice-Chairman of the Trustees;

"Developer" means The Trustees for the time being of the Finkenstein Portion Three Trust;

"DEVELOPMENT" means the Estate established by virtue of FINKENSTEIN MANOR being approved for Township Development as such by the relevant authorities.

"Erf" means one of the subdivided erven indicated on the general plan of the development, S.G. no. K468.

"Erven" means the erven indicated on the general plan S.G. no. K468 resulting from the subdivision of the Portion 3 of the Farm Finkenstein No. 526.

“Unit” means any sectional title unit in any sectional title scheme erected on any erf or erven.

"Local Authority" means the City of Windhoek or local authority for the time being;

"MEMBER" means every registered owner and every other person who is in terms of this Constitution a member of the ASSOCIATION;

"Month" means calendar month;

"Office" means the administrative office of the ASSOCIATION;

“Property” means an erf or erven as well as a sectional title unit.

"Resolution" means a Resolution passed at a General Meeting or Special Meeting.

"Registered Owner” means the party or parties who are owners of an erf or erven acquired from the developer or a prior registered owner by virtue of a deed duly registered in the Registry of Deeds and includes owners of sectional title units.

“Services” shall mean all internal services to be constructed upon the land which services, inter alia, will relate to Civil Engineering works like streets, stormwater drainage, internal water and sewerage network electrical, and telecommunication services.

"This Constitution" means this Constitution and regulations and by-laws adopted by the ASSOCIATION in terms of this Constitution from time to time in force;

"Trustees" means the Trustees of the ASSOCIATION from time to time and includes alternate and co-opted Trustees;

"in writing" means written, printed or lithographed or partly one and partly another, and other modes of representing or producing words in a visible form;

"Year" means financial period of twelve months ending 28 February.

3. INTERPRETATION

Unless the context otherwise requires,

3.1 any words importing the singular number only shall include the plural number, and vice versa

3.2 words importing any one gender only shall include the other genders and

3.3 the interpretation by the Trustees shall be final and binding on all until amended by a resolution of a General- or Special Meeting.

3.4 for the purpose of this constitution any reference to the word property shall also be deemed and reference to both an erf as well as a sectional title unit wherever appropriate and whenever not specifically referred to as an erf or a unit.

4. JURISDICTION

The area of jurisdiction of the ASSOCIATION shall be:

CERTAIN:	Portion 3 of the farm FINKENSTEIN No. 526
SITUATED:	In the Municipality of Windhoek
	REGISTRATION DIVISION "K", Khomas Region
MEASURING:	43,0026 hectares
HELD BY:	Virtue of Deed of Transfer No. T6066/2007

as indicated on the general plan of development SG. No. K468.

5. HEADQUARTERS

To be nominated by the ASSOCIATION

6. ADDRESS

The office of the ASSOCIATION is situated at 10 Eugene Marais Street, Windhoek.

7. LEGAL PERSONALITY

7.1 The ASSOCIATION is a legal persona and may exercise all the powers of a corporate body including the owning of assets, contracting and the right to conduct legal proceedings in its own name.

7.2 The ASSOCIATION shall sue and be sued in the name of the ASSOCIATION and the domicilium citandi et executandi will be **10 Eugene Marais Street, Windhoek.**

7.3 Members of the ASSOCIATION, including all Trustees, are not personally liable for any decisions taken by the ASSOCIATION or in the name of the ASSOCIATION.

7.4 All assets and liabilities of the ASSOCIATION belong to the ASSOCIATION independent of its Members. Thus, no asset of the ASSOCIATION can be claimed as a private asset by any of its Members, nor can the ASSOCIATION claim any of the assets of a Member as an ASSOCIATION asset.

7.5 The ASSOCIATION is not permitted to distribute any of its profits or gains to any person and is required to utilize its funds solely for investment or the objects for which it has been established or otherwise deal with it in terms of clause 17 infra.

8. OBJECTIVES

The main object of the ASSOCIATION shall be the promotion and advancement of the Development and the protection of the communal interests of the Members, including but not limited to:

8.1 represent the ASSOCIATION on Governmental and other structures that share the same objectives;

8.2 create and maintain such beneficial relationships and structures;

8.3 advance, promote and safeguard the interests of the ASSOCIATION;

8.4 conform to all laws, rules, requirements, regulations, standards and procedures;

8.5 install, maintain and repair the public services and to maintain the exterior of all buildings;

8.6 do all things as may be incidental or conducive to the attainment of the above objectives and to do so in an open and transparent manner, free from racial, religious, or any other form of discrimination.

9. POWERS

The ASSOCIATION shall have the power:

9.1 To employ staff, acquire assets and enter into commitments for the promotion of its aims and objectives.

9.2 To lease, purchase or otherwise acquire premises, equipment, vehicles, furniture and other property assets, whether movable or immoveable.

9.3 To improve, manage, exchange, lease, mortgage, sell, dispose of, turn to account and grant options, rights and privileges in respect of, or otherwise deal with, all or any part of the property and rights of the ASSOCIATION.

9.4 To deposit or invest the monies and assets of the ASSOCIATION not immediately required, in such securities and in such a manner as may from time to time be determined, provided that cash resources and investments will only be made with financial institutions as defined in the Financial Institutions Act (Act 39 of 1984) as amended from time to time.

9.5 To borrow or raise money in such a manner as the ASSOCIATION shall deem fit and in particular to secure the payment of money so borrowed by means of mortgage, pledge, charge of lien upon the whole or part of the ASSOCIATION's property or assets; and also bymortgage, pledge, charge, or lien to secure and guarantee the due performance by the ASSOCIATION of any obligation or liability it may undertake.

9.6 To operate banking accounts and to draw, make, accept, endorse, sign, discount, execute and issue cheques, promissory notes, bills of exchange, bills of landing, warrants, debentures and other negotiable documents.

9.7 To make regulations, rules or bylaws and/or pass resolutions that shall not be inconsistent with the terms of this Constitution.

9.8 To carry on any negotiations or operations for the purpose of directly or indirectly furthering the interest of the ASSOCIATION and to oppose any proceedings or agitation that may seem tothe ASSOCIATION to be detrimental to the interest of the ASSOCIATION.

9.9 To perform any such tasks and to do all such other things as are required, incidental or conducive to the attainment of the objectives of the ASSOCIATION.

9.10 To negotiate and conclude co-operation agreements with other neighboring or nearby Owners Associations subject at all times to clause 8 above.

9.11 To conduct, manage and administer or to outsource (on such terms and conditions as it may deem necessary), a frail care center, and for such purpose to set such rules and regulations and to impose such levies as may be necessary and prudent in the circumstances.

9.12 To install, manage and replace public services and to maintain the exterior of all buildings.

10. AUTHORITY AND FUNCTION OF THE ASSOCIATION

The supreme authority of the ASSOCIATION shall be the collective membership at a duly constituted General Meeting or Special Meeting who shall be entitled:

10.1 To adopt repeals or amendments to this Constitution in accordance with the provisions contained therein.

10.2 To amend, modify or amplify the regulations, rules and bylaws of the ASSOCIATION.

10.3 To determine, amend, modify or amplify the general policy of the ASSOCIATION as may be required, incidental or conducive to the attainment of the aims and objectives of the ASSOCIATION.

10.4 To appoint and remove Trustees to attend to the business of the ASSOCIATION under conditions and with powers contained in this Constitution.

11. STRUCTURES

The ASSOCIATION shall consist of Members, Trustees and such sub-committees as the Trustees may from time to time consider conducive to the functioning of the ASSOCIATION. The Members shall appoint the Trustees at a General – or Special Meeting. The Trustees may appoint one or more sub-committee/s.

11.1 MEMBERS

11.1.1 MEMBERSHIP

11.1.1.1 Membership of the ASSOCIATION shall be limited to:

i. the Developer (for as long as it shall be the owner of unsold property in the development);

ii. Registered Owners of property in the Development, provided that where any such ownership vests in more than one person, all such registered owners of any particular property shall be deemed jointly and severally to be one member of the ASSOCIATION, as well as

iii. the statutory Body Corporate of any Sectional Title Scheme.

11.1.1.2 All members shall have the right to participate and vote at meetings of the ASSOCIATION, unless this right is suspended under conditions of this constitution.

11.1.1.3 The rights and obligations of a Member shall not be transferable.

11.1.2 OBLIGATIONS

11.1.2.1 Each Member of the ASSOCIATION shall to the best of his ability further the objects and interests of the ASSOCIATION,

11.1.2.2 comply with the provisions of this constitution, by-laws, rules and regulations;

11.1.2.3 no building or erection of structures shall be commenced with in the Development and no additions or alterations to approved buildings shall be

effected until the Trustees or anyone to whom the Trustees have delegated this particular function, have approved in writing the design and constructionplans, including material and colour of any construction.

11.1.2.4 each Registered Owner shall take care of any trees on an erf registered in his name, and he shall not remove or cut down, or cause to be removed or cut down any trees, without the prior written consent of the Trustees;

11.1.2.5 each Registered Owner may establish a garden in the courtyard on the erf registered in his name in accordance with directions by the ASSOCIATION;

11.1.2.6 THE association shall maintain in a neat and tidy condition the exterior, all buildings and/or structures erected on the property registered in his name;

11.1.2.7 The ASSOCIATION shall adequately insure all buildings and/or structures erected on the property registered in his name (and if requested, to furnish proof of such insurance to the Trustees) and in the event of total/partial destruction shall within a reasonable time period make good such damage or reconstruct in accordance with the original approved plans or, in the event of total reconstruction, in accordance with the Trustees' approval mutandis the provisions of clause 11.1.2.3 to 11.1.2.6.

11.1.2.8 no Registered Owner shall without the prior written consent of the Trustees; and subject to such conditions as it may imposed;

i alter the previously approved external colour scheme of buildings/structures erected on the property registered in his name;

ii erect or construct on the property registered in his name any solar power system, outdoor radio aerial or other aerial(s) and/or similar structures;

iii permit any commercial type vehicle, boat, caravan, trailer, or any derelict or abandoned vehicle to be parked on or in front of the property registered in his name which, in the opinion of the Trustees, is unsightly;

iv do or allow to be done which in the opinion of the Trustees is noisome, unsightly, injurious, objectionable or detrimental, or a public or private nuisance or a source of damage or disturbance to any Member, tenant or occupier in the area;

11.1.2.9 in granting any approval in terms hereof the Trustees shall have the right to determine the siting of all buildings and/or structures (including garden/ boundary/link walls) to be erected on an erf and to impose such conditions as the Trustees deem necessary;

11.1.2.10 dogs and other household pets (excluding cats) may be allowed at the sole discretion of the Trustees who may withdraw such concession on one(1) month written notice to that effect should such pets create a nuisance for other Members or visitors and all pets shall be kept in a proper enclosure andshall be on a leash whenever allowed outside of the said enclosure

11.1.2.11 where the Trustees in special circumstances permit the erection of a structure to house animals or birds or the erection of garden/tool shed(s) such structures/sheds shall be screened from public view and animals/birds shall not constitute a disturbance or nuisance to owners/tenants/occupiers of adjoining properties

11.1.2.12 the decision of the Trustees in regard to the provisions of 11.1.2.1 to 11.1.2.14 shall be final and binding on all parties

11.1.2.13 In respect of the sale, donation, alienation of any property in the Development, or of any interest in and to any legal person or trust who holdsa property in the Development, the following shall apply:

No property or interest shall be transferred or ceded without a written agreement duly approved by the ASSOCIATION in writing and to which agreement shall be annexed a copy of this constitution; the Rules and Regulations of the Association; and the Notarial Deed of Imposition of Conditions.

i. the Registered Owner of the property in question or the relevant legal persona or trust has fulfilled all his financial obligations to the ASSOCIATION in terms of this constitution; and

ii. a copy of this constitution be annexed to the Agreement of Sale concluded between the Registered Owner and PURCHASER and

iii. the Agreement of Sale in the event of the sale of a property contains the following clause:
"The PURCHASER, his heirs, executors, administrators or assigns shall, against registration of transfer of the property ipso facto become and remain a Member of the ASSOCIATION consisting of all Registered Owners of property in the Development and be subject to the constitution and rules and regulations of the ASSOCIATION."

11.1.3 BREACH

If any Registered Owner, tenant or occupier of a property by act or omission commits a breach of any of the conditions of this Constitution and fails to remedy such breach after the Trustees have given the Registered Owner written notice to make good such breach within a time specified in such notice then:

11.1.3.1 The Trustees shall be entitled, without further notice to the member, to institute proceedings against the member and without detracting from the generality of the aforegoing, obtain an interdict against the member.

11.1.3.2 The Trustees (or those employed by the Trustees on behalf of the ASSOCIATION) may enter upon the property to take such action as may be required (as determined in the discretion of the Trustees) to remedy the breach and the member concerned shall be liable to the ASSOCIATION for all costs so incurred which costs, including legal costs, shall be due and payable upon demand. The aforegoing action shall, without detracting from the generality of the aforegoing, include the obtaining of the services of a garden service company.

11.1.3.3 Any Member who fails to make payment to the ASSOCIATION on due date of any levies or other payments or who otherwise breaches or fails in the observance of any of the provisions of this Constitution may, if so determined by a resolution of the Trustees:

11.1.3.3.1 be imposed a fine by the ASSOCIATION to an amount not exceeding an amount equal to double the amount outstanding;

11.1.3.3.2 be ordered to pay to the ASSOCIATION or any Member or otherperson aggrieved by the breach or failure in question, such sum as the Trustees after suitable enquiries shall deem fit;

11.1.3.3.3 be liable for and pay all legal costs as between attorney and client, collection, commission, expenses and charges incurred by the ASSOCIATION in obtaining the recovery of arrear levies, or any other arrear amounts due and owing by such Member to the ASSOCIATION.

11.1.3.4 The Member concerned shall be invited to attend such meeting of the Trustees by prior notice in writing delivered to such Member not less than 21(twenty-one) days before the holding thereof, and such Member shall be given the right to be heard, and to be legally represented, but not to be

present at the voting or to take part in the proceedings, other than to the extent allowed by the Chairperson of the meeting.

11.1.3.5 The Trustees shall be entitled to charge interest on arrear amounts (including amounts due in terms of clause 11.1.3.3) at the maximum rate permissible in terms of the Usury Act.

11.1.3.6 Nothing in the aforegoing shall derogate from or in any way prejudice the right of the ASSOCIATION to institute proceedings in any court of component jurisdiction for recovery of any money due by a Member.

11.1.3.7 Any Member who fails to make payment to the ASSOCIATION on due date of any levies or other payments shall immediately forfeits his voting rights at any meeting of the ASSOCIATION and his presence at such meeting shall not be counted for quorum purpose and does not require a resolution of the Trustees.

11.1.4 CESSATION

11.1.4.1 A Registered Owner may under no circumstances resign as a Member of the ASSOCIATION.

11.1.4.2.1 When a Member ceases to be a Registered Owner of a property, he shall ipso facto cease to be a Member of the ASSOCIATION.

11.2 TRUSTEES

11.2.1 COMPOSITION AND OFFICE

11.2.1.1 There shall be a Board of Trustees of the ASSOCIATION which shallconsist of no less than 3 (three) and not more than 5 (five) persons, the exact number to be determined from time to time at a Meeting of the ASSOCIATION of which 3 (three) persons shall be nominated by the Developer as stipulated by and under the conditions of the attached appendix.

11.2.1.2 A Trustee shall be an individual, but need not himself be a Member of the ASSOCIATION, provided that a majority of Trustees shall be Members. A Trustee however, by accepting his appointment to office, shall have to agree to be bound by all the provisions of this Constitution.

11.2.1.3 The nomination of a new trustee shall be done by a Member on a nomination form, which must be delivered to the Office of the ASSOCIATON, duly completed, at least 21 (twenty-one) days before a General Meeting or Special Meeting. The nominee must have accepted the nomination by signing the nomination form, and a further two Members must have seconded the nomination in order for it to be valid. An election to office of such duly nominated trustees shall be done by Resolution at a duly constituted General Meeting or Special Meeting.

11.2.1.4 Each Trustee shall hold office for a period of 3 (three) years, after which period the Trustee shall be deemed to have retired, but will be eligible for re-election.

11.2.1.5 A Trustee shall be deemed to have vacated his office upon:

11.2.1.5.1 his estate being sequestered, whether provisionally or finally, or his surrendering his estate;
11.2.1.5.2 his making any arrangement or composition with his creditors;
11.2.1.5.3 his conviction of any offence involving dishonesty;
11.2.1.5.4 his becoming of unsound mind;
11.2.1.5.5 his resigning from office in writing delivered to the registered office of the ASSOCIATION;
11.2.1.5.6 his being in breach with this Constitution;

11.2.1.5.7 his being removed from office by a Resolution with a simple majority at a General Meeting or Special Meeting.

11.2.1.6 Should the office of a Trustee fall vacant prior to the next General Meeting, the vacancy shall be filled by a person nominated by the remaining Trustees for the time being, and such nominee shall hold office until the next General Meeting when he may be eligible for re-election.

11.2.2 AUTHORITY AND FUNCTIONS

11.2.2.1 Subject to the provisions of this Constitution and deriving its authority from the Members in General- or Special Meeting, the Trustees shall have both the authority and responsibility for the efficient and effective management and control of the business and affairs of the ASSOCIATION.

11.2.2.2 The trustees shall have the right to co-opt any person or persons nominated by it. A co-opted Trustee shall have no voting rights be subject to all the obligations of the Trustees, provided that such co-opted Trustee shall only serve until the next General Meeting.

11.2.2.3 The Trustees shall be entitled to be reimbursed all reasonable and bona fide expenses incurred by them in or about the performance of their duties as Trustees and shall also be entitled to reasonable and fair remuneration, fees or salary in respect of the performance of such duties.

11.2.2.4 The trustees shall have the authority to perform the following functions:

11.2.2.4.1 To manage the day-to-day running, including the making, changing and implementing of rules, regulations and byelaws and transact the business of the ASSOCIATION in such manner as it may deem fit and expedient, provided that changes or additions to the rules and regulations shall be reported on at the next General Meeting of the ASSOCIATION.

11.2.2.4.2 To enforce the uniform interpretation of this Constitution and performance of its regulations, rules and byelaws.

11.2.2.4.3 To engage without any favoritism the services of professional officers and any other person/s, professional and otherwise, companies or concerns and upon such terms and conditions as may be deemed expedient.

11.2.2.4.4 To delegate any one or more of its functions and powers to any other committee.

11.2.2.4.5 To prepare and make recommendations regarding repeals or amendments to the ASSOCIATION's Constitution.

11.2.2.4.6 To develop and implement policies in regard of, but not limited to, investment, procurement, personnel, dispute resolution, promotion and advancement of the objects of the ASSOCIATION and Members' interests and any other aspect of good governance, the principals of such policies that the ASSOCIATION in Meeting might decide.

11.2.2.4.7 To prepare and propose the budget for the following year, annual management plan and annual capital development plan of the ASSOCIATION.

11.2.2.4.8 To estimate the amount which shall be required by the ASSOCIATION's expenses in regard of maintenance, control, management, administration, reserves and development during each year or any portion thereof.

11.2.2.4.9 To raise and collect levies from registered owners based initially on the Erf size and thereafter on the under-roof area excluding carports and/or

any other basis which the Trustees may deem relevant and approved from time to time by a Meeting of the Members.

11.2.2.4.10 To raise special levies on registered owners in respect of such expenses as are mentioned in clause 11.2.2.4.8 for unforeseen and urgent circumstances, which levies may be imposed and be payable in lump sum or by such installments and at such time as the Trustees shall deem fit.

11.2.2.4.11 To raise levies on registered owner for the management administration and conduct of a frail care center.

11.2.2.4.12 To raise a special levy of 5% on the selling price of any property sold and transferred, or any shares in a company or interest in a close corporation or trust that is the owner of a property, sold and transferred.

11.2.2.4.13 To raise special levies for the installation, maintenance and repair or replacement of public services as well as landscaping and exterior maintenance of buildings.

11.3 SUB-COMMITTEES

11.3.1 Deriving the authority from clause 11.2.2.4.4 supra, the Trustees may appoint sub-committee/s to investigate, research and otherwise gather information to advise and make recommendations for the consideration of the Trustees.

11.3.2 The terms of reference, including but not limited to their task, the timeframe, reporting frequency and budget shall be clearly indicated. Should the task take longer than 2 years or be of a repetitive nature, the lifespan of the committee may be extended, and reconsidered bi-annually, by the General Meeting of the ASSOCIATION.

11.3.3 Every sub-committee shall consist of one or more Trustee/s, who shall be the Chairperson, and, subject to clause 11.2.2.4.3, such others as is deemed necessary to efficiently complete the task.

12. MEETINGS

12.1. GENERAL MEETING

The General Meeting of the ASSOCIATION shall be held annually as soon as possible after the end of the ASSOCIATION's financial year, but not later than the end of November, at a time and place determined by the Trustees.

12.1.1 NOTICE AND MEETING PROCEDURES

12.1.1.1 At least 35 (thirty-five) days written notice to all postal and/or electronic addresses of Members shall be given stating the date, time and place of a General Meeting, together with the provisional agenda and inviting Members to propose business topics to be discussed at the Meeting. Such proposed discussion topics must preferably, but not necessarily be accompanied by a motivation of or background to the topic and reach the office of the ASSOCIATION within 10 (ten) days of the date of the notice.

12.1.1.2 The Trustees shall consider all proposals received for possible inclusion in the agenda. If a proposal is not included, the Trustees shall communicate the reasons for their decision to the Member who proposed it.

12.1.1.3 At least 21 (twenty-one) days' notice as in 12.1.1.1 supra shall be given as a reminder with the agenda and background documents to possible resolutions.

12.1.1.4 The duly audited statements of the financial affairs of the ASSOCIATION, the Trustees report, the Trustees' report for the past year, the management

plan and the capital development plan for the following year, and the proposed budget for the next financial year shall form part of such notice.

12.1.1.5 The accidental omission to give notice of a meeting or of any resolution, or to give any other notification or present any documents required to be given or sent, or the non-receipt of any such notice, notification or document by any member or other person entitled to receive the same, shall not invalidate the proceedings at, or any resolution at any Meeting.

12.1.1.6 The Chairperson of the Trustees shall chair the meeting. In the absence of the Chairperson, the Vice-chairperson shall chair the meeting. Should both be absent, the Trustees shall appoint the Chairperson.

12.1.1.7 Minutes shall be kept of all meetings, not necessarily verbatim, reduced to writing within 21 (twenty-one) days and circulated to all Members. If no dispute is declared or if the dispute is in the opinion of the Trustees not material to the intent of the Resolution, the Resolutions of the Meeting shall be implemented. Such minutes shall be kept in perpetuity and open for inspection by a Member.

12.1.2 QUORUM

12.1.2.1 The quorum for the General Meeting shall be 25 (twenty-five) percentage of the Members entitled to vote thereat.

12.1.2.2 If within half an hour from the time appointed for the holding of the General Meeting a quorum is not present, the meeting shall stand adjourned to the same day the next week, at the same place and time or at such other place as the Chairperson of the Trustees shall appoint, and if at such adjourned meeting a quorum is not present, the Members present shall be a quorum.

12.1.3 VOTING

12.1.3.1 Every Member present in person or by proxy (and entitled to vote) shall have 1 (one) vote. Where a single property is registered in more than one person's name, then they shall jointly have 1 (one) vote. Where a Member is the registered Owner of more than one property, he shall have 1 (one) vote in respect of each property.

12.1.3.2 All resolutions put to the vote shall be decided on by a show of hands, unless a Member request a ballot, which shall be taken in a manner the Chairperson directs. The Chairperson shall declare such results of the vote and the decision shall be recorded in the Minutes.

12.1.3.3 All business except amendments to this Constitution, shall be decided on a simple majority vote and in case of equality of votes, the Chairperson shall have a casting vote.

12.1.3.4 Any resolution seeking the repeal or amendment to this Constitution shall require a two-thirds majority.

12.1.4 BUSINESS

The General Meeting shall deal with and consider for acceptance, amendment, qualification or rejection of:

12.1.4.1 the Trustees report;

12.1.4.2 the financial statement of the ASSOCIATION for the financial year preceding the date of such meeting;

12.1.4.3 the annual plan for the year;
12.1.4.4 the capital development plan;

12.1.4.5 the budget as presented by the Trustees, specifically the confirmation of current and, if any, proposed levies, provided that amendments to the budget that can not immediately be quantified or in any way render the budget as impossible to consider at the Meeting, and/or a rejection of the proposed budget, should contain either a date for a revised budget and its presentation to Members or otherwise provide for the continued functioning of the ASSOCIATION;

12.1.4.6 any other business pertinent to such meeting including any Resolutions proposed for adoption, and

12.1.4.7 or the election of Trustees.

12.2 SPECIAL MEETING

12.2.1 The Trustees may, whenever they deem fit, convene a Special Meeting for a specific purpose including to consider and effect repeals and amendments to this constitution.

12.2.2 On receipt of a written request, signed by 20 (twenty) Members, the Trustees shall be obliged to convene a Special Meeting. Such request shall state the reason/s andproposed resolution/s for the Meetings' consideration.

12.2.3 Notice for the Meeting shall be in line with clause 12.1.1.3, quorum and voting as in clauses 12.1.2 and 12.1.3 respectively and the minutes to be dealt with as in 12.1.1.7.

12.3 TRUSTEE MEETING

12.3.1 QUORUM

The quorum of a meeting shall require a majority of the trustees being present. A Trustee may be represented by a proxy by a person who need not be a Trustee of the ASSOCIATION. The appointment must be in writing and a certified copy deposited at the office of the ASSOCIATION before the scheduled start of a meeting of the Trustees.

12.3.2 PROCEEDINGS

12.3.2.1 The Trustees shall meet immediately after the adjournment of a Meeting where one or more Trustees had been elected or re-elected to elect a Chairperson and Vice-Chairperson from their number. Thereafter the Trustees shall meet as needed for the dispatch of business but at least every 6 (six) months.

12.3.2.2 The Chairperson shall preside as such at all meetings of Trustees provided that should at any meeting the Chairperson not be present within 5 (five) minutes after the time appointed for the holding thereof, then the Vice- chairperson shall act as Chairperson at such meeting. In the case of both being absent, the Trustees present shall appoint a Chairperson from one of their number.

12.3.2.3 Three (3) Trustees may at any time convene a meeting of Trustees by giving to the other Trustees not less than 21 (twenty-one) days written notice with the reason/s for a meeting proposed by them, provided that in case of urgency shorter notice as is reasonable in the circumstances may be given. Aresolution in writing signed by a quorum of Trustees present shall be valid and effectual as if it had been passed at a meeting of Trustees duly called andconstituted.

12.3.2.4 The Trustees shall:

12.3.2.4.1 ensure that minutes are taken of every meeting, not necessarily verbatim, which minutes shall be reduced to writing within 7 (days) and circulated to all Trustees;

12.3.2.4.2 the decisions contained the minutes may be implemented after 7 (seven) days if no dispute is declared in regard to the correctness of the minutes by any Trustee who was present at the meeting.

12.3.2.4.3 discuss the minutes and it may be changed and then certified correct by the Chairperson at the next meeting of the Trustees;

12.3.2.4.4 cause such minutes to be kept of all meetings of the Trustees in a minute Book of Meeting of Trustees, which book shall be kept in all perpetuity; and such minutes shall be made available to Members on request of a Member.

12.3.2.5 All competent Resolutions recorded in the minutes of any Meeting of Trustees shall be valid and of full force and effect from the passing of such Resolutions, and until varied or rescinded, but no Resolution or purported Resolution of the Trustees shall be of any force or effect, or shall be binding upon the Members or any of the Trustees unless such Resolution is competent within this Constitution and the powers of the Trustees.

12.4 SUB-COMMITTEE MEETING

12.4.1 The quorum shall be one Trustee and the majority of members of the committee.

12.4.2 The proceedings shall be determined by the discretion of the Chairperson who shall be led by practical considerations.

13. RESIDENTS

13.1 Any property may only be permanently occupied by persons, one of which shall be 50 (fifty) years of age or older and in the event of Sectional Title Units, 60 (sixty) years of age or older.

13.2 Children under the age of 18 (eighteen) years may not permanently reside in any property without the written approval of the ASSOCIATION first having been obtained.

13.3 The ASSOCIATION shall at all times, without having to provide reasons, be entitled to withdraw such approval, in which event the child shall no longer be allowed to reside in the property.

13.4 Clause 13.1 shall not be applicable on the surviving spouse of an occupant of a property after the death of the qualified occupant, provided that it shall be the responsibility of suchsurviving spouse to provide to the ASSOCIATION the particulars of the person younger than 50 (fifty) years who shall occupy the property.

13.5 This clause 13 is only applicable to occupants of a property and does not prohibit a person younger than 50 (fifty) years of age to acquire ownership of a property.

14. FINANCE

14.1 The financial year-end of the ASSOCIATION is the end of February of each year.

14.2 The Trustees shall cause proper books of account and records to be kept so as fairly to record the transactions and financial position of the ASSOCIATION, including:

14.2.1 a record of the assets and liabilities of the ASSOCIATION;

14.2.2 a record of all sums of money received and expended by the ASSOCIATION and the matters in respect of which such receipt and expenditure occur;

14.2.3 a register of Members showing in each case their addresses;

14.2.4 the amounts and dates of monies due and the amounts and dates of monies paid.

14.3 The Trustees shall cause all books of account and records to be retained for a period of 6 (six) years after completion of the transactions, acts or operations to which they relate.

14.4 The Member's accounts and books shall be open for his inspection at all reasonable times during office hours.

14.5 The Trustees may from time to time make reasonable conditions and/or regulations as to the time and manner of the inspection by the Members of the accounts and books of the ASSOCIATION, or any of them, and, subject to such conditions and regulations, the accounts and books of the ASSOCIATION shall be open to the inspection of Members.

14.6 At each General Meeting the Trustees shall present audited financial statements for the preceding financial year of the ASSOCIATION. Such financial statements shall have been drawn up in accordance with generally accepted accounting practice and shall be accompanied by such additional reports as may be necessary at the discretion of the Trustees and/or as recommended by the auditors, and shall be attached to the notice sent to Members convening each General Meeting as set forth in clause 12.1.1.3 supra.

14.7 The budget as approved by the General Meeting shall be strictly adhered to and all deviations from the budget of more than 3 (three) percentage points must be explained by the Trustees.

15. LIABILITY

15.1 The ASSOCIATION does not accept any responsibility and shall not be liable for any indebtedness incurred by, or for any civil and/or criminal action caused by any of its Members, Trustees or agents.

15.2 Privilege in respect of defamation
Every Member of the ASSOCIATION and every TRUSTEE shall be deemed by virtue of his membership, or as the case may be, his holding office as a TRUSTEE, to have waived as against every other Member, the CHAIR, or VICE-CHAIRMAN, or every other TRUSTEE, the AUDITORS and everybody else engaged to perform any function or duty on behalf or for the benefit of the ASSOCIATION, or the TRUSTEES, or any sub-committee, all claims and rights of action which such Member or TRUSTEE, may have as a result of any reference to such member or TRUSTEE, made at any meeting of TRUSTEES, or otherwise in the performance or exercise of any right, function, duty, power or trust, within the ambit of THESE PRESENTS, being a statement, report, complaint, notice or reference, defamatory to such Member or TRUSTEE, or otherwise injurious to the dignity, reputation, business or financial interest of such Member or TRUSTEE, whether such statement be true or false.

15.3 Indemnity

15.3.1 All TRUSTEES and the AUDITORS shall be indemnified out of the funds of the ASSOCIATION against any liabilities *bona fide* incurred by them in their respective said capacities and in the case of a TRUSTEE, in his capacity as CHAIRMAN, VICE-CHAIRMAN, whether defending any proceedings, civil, criminal or otherwise, in which relief is granted to any such person/s by the Court

15.3.2 Every TRUSTEE, every servant, agent and employee of the ASSOCIATION, and the AUDITORS shall be indemnified by the ASSOCIATION against (and it shall be the duty of the TRUSTEES out of the funds of the ASSOCIATION to pay) all costs, losses and expenses (including traveling expenses) which such person or persons may incur or become liable for by reason of any contract entered into, or any act or deed done, by such person or persons in the discharge of any of his/their respective duties, including in the case of a TRUSTEE, his duties as CHAIRMAN or VICE- CHAIRMAN. Without prejudice to the generality of the above, the ASSOCIATION shall specifically indemnify every such person against all losses of whatsoever nature incurred arising out of any *bona fide* act, deed or letter done or written by him jointly or severally in connection with the discharge of his duties provided that any such act, deed or letter has been done or written in good faith.

15.3.3 A TRUSTEE shall not be liable for the acts, receipts, neglects or defaults of the AUDITORS or of any of the other TRUSTEES, whether in their capacities as TRUSTEE or as CHAIRMAN or VICE-CHAIRMAN, or for any loss or expense

sustained or incurred by the ASSOCIATION through the insufficiency or deficiency of title to any property acquired by the TRUSTEES for or on behalf of the ASSOCIATION, or for the insufficiency of any security in or upon which any of the monies of the ASSOCIATION shall be invested, or for any loss or damage arising from the insolvency or delictual act of any person with whom any monies, securities or effects shall be deposited, or for any loss or damage occasioned by any error of judgment or oversight on his part, or for any other loss, damage or misfortunewhatever which shall happen in the execution of any of the duties of his office/s or in relation thereto, unless the same shall happen through lack of bona fides or breach of duty or breach of trust.

16. SOLE CONSTITUTION

This Constitution is final and binding and is the sole Constitution of the ASSOCIATION. It overrules all prior constitutions and amendments as well as Minutes and Resolutions should they be in conflict in any way with this Constitution.

17. REPEALS AND AMENDMENTS

Notices of repeals or amendments to this Constitution can be proposed by any Member of the ASSOCIATION eligible to vote. Such notice must be in writing and received at the office of the ASSOCIATION at least 21 (twenty-one) days before the prescribed notice period of such Meeting, for inclusion in the Agenda of a General Meeting or Special Meeting specially convened for that purpose. The proposal shall be accepted if supported by at least two thirds of the votes at a duly constituted meeting.

18. DISSOLUTION

The ASSOCIATION retains the right to dissolve itself by its own Resolution taken at a duly constituted Special Meeting, provided that the motion is adopted by two thirds of the Members present.

18.1 Upon adoption of the resolution to dissolve, steps are taken immediately to wind-up the affairs of the ASSOCIATION in terms of the Companies Act (Act 61 of 1973) as amended or substituted from time to time and where applicable.

18.2 The ASSOCIATION shall upon its dissolution or liquidation be obliged to give or transfer its assets remaining after the satisfaction of its liabilities to some other ASSOCIATION with objects similar to those of the ASSOCIATION.

APPENDIX "A"

1. The Developer shall remain a Member of the ASSOCIATION until such time as:

   1.1 Service agreements with Nampower and Namwater have been negotiated and finalized.

   1.2 All bulk services have been completed.

   1.3 Possible co-operation agreements with Finkenstein Estate and Finkenstein Manor have been negotiated and finalized.

   1.4 All unsold properties have been sold.

   1.5 The Developer voluntarily resigns.

2. The Developer is exempt from paying levies on unsold property.

ANNEXURE "C"

PROTOCOL NO.

NOTARIAL DEED OF IMPOSITION OF CONDITIONS

Know all men whom it may concern

That on this the day of before me

a Notary Public, duly appointed, residing and practising at Windhoek, Namibia, personally came and appeared

TOBIAS JOHANNES ADRIAN LOUW and/or MARLE WESSELS

hereinafter called the Appearer in his/her capacity of duly authorized agent of:

1. _____
   _____
   _____
   _____

   (Hereinafter called "THE OWNER")

   by virtue of a Power of Attorney granted to him/her at WINDHOEK on the day of and

2. **GIDEON JOHANNES FAKCULYN GOUS** in his capacity as trustee and duly authorized thereto by the **FINKENSTEIN MANOR OWNERS ASSOCIATION**

   (hereinafter referred to as "the ASSOCIATION"),

   by virtue of a Power of Attorney granted to him at WINDHOEK on the day of

which Power of Attorney appointing the Appearer have this day been exhibited to me and now remains filed in my Protocol,

AND the said Appearer declared that:

WHEREAS the OWNER is the registered OWNER of certain land described as:

CERTAIN:	Erf No. _____Finkenstein
SITUATED:	In the Municipality of Windhoek
	REGISTRATION DIVISION "K",
	Khomas Region
MEASURING:	_____Square metres
	as indicated on General Plan No. A646/2014
HELD BY	Deed of Transfer to be registered

(hereinafter referred to as "the Property")

AND WHEREAS the OWNER and the ASSOCIATION have agreed to impose the following conditions against the respective Property and or any subdivision thereof.

NOW THEREFORE THE APPEARER DECLARED THAT:

1. The Property shall be subject to the following conditions in favour of the ASSOCIATION, namely:

    1.1 Such servitudes across the Property as may be necessary for the purposes of servitude of allowing electricity cables and/or wires, main and/or other water pipes and pipelines and foul sewers and stormwater pipes, ditches and channels of any other Property or Properties to be conveyed across the Property, and surface installations such as mini-substations, meter kiosks and service pillars to be installed thereon in such manner and position as may from time to time be reasonably required.

    1.2 The OWNER and/or its successors in title shall by virtue of his/her ownership of the Property automatically become and remain a member of the ASSOCIATION and be bound by its Constitution or Memorandum and Articles of ASSOCIATION and any Rules adopted by the ASSOCIATION as amended from time to time until such OWNER ceases to be an OWNER.

    1.3 The OWNER and/or its successors in title shall by virtue of its automatic membership of the ASSOCIATION, and payment of levies as such be liable for the management and future maintenance and replacement of all services upon the Property, which services include, but are not limited to water, electricity, street, open spaces and sewer, maintenance, and security.

1.4.1 The Property or any portion thereof shall not be sold, alienated, transferred or leased by the registered OWNER without a contract approved by the ASSOCIATION, in writing, which approval shall only be issued once the ASSOCIATION has confirmed, in writing, that it has satisfied itself that all conditions imposed by the ASSOCIATION have been met and that all amounts due to it by the OWNER have been paid.

1.4.2 No OWNER of shares in a Company, or of membership interest in a Close Corporation, which is the OWNER of a Property in the township development, shall be entitled to sell, donate, lease or otherwise alienate his/her shares or membership interest, without a contract approved by the ASSOCIATION, in writing, which approval shall only be issued once the ASSOCIATION has confirmed, in writing, that it has satisfied itself that all conditions imposed by the ASSOCIATION have been met and that all amounts due and payable to it by the OWNER has been duly paid.

1.4.3 No trustee of a Trust which is the OWNER of Property in the township development shall sell, donate, lease or other wisely alienate the beneficial interest in the Trust without a contract approved by the ASSOCIATION, in writing, which approval shall only be issued once the ASSOCIATION has confirmed, in writing, that it has satisfied itself that all conditions imposed by the ASSOCIATION have been met and that all amounts due and payable to it by the OWNER has been duly paid.

1.5 The conditions herein contained shall not prejudice the legal rights of any bondholder in respect of any bond registered or to be registered over the Property.

1.6.1 The alienation of a Property by the Owner (which includes the sale of shares in a Company, the sale of membership interest in a Close Corporation and or the sale of an interest in a Trust) or his/her successors in title shall be subject to the payment of the following levies and contributions, namely: an amount equal to 5% (five percent) of the re-sale price or the value determined in terms of clause 1.6.3 hereof.

1.6.2 The OWNER or his/her assigns will be liable to issue a bank guarantee for the amounts due to the ASSOCIATION in favour of the nominated Conveyancer of the ASSOCIATION, which guarantee must be to the satisfaction of the said Conveyancer and payable against transfer of the Property, shares or interest into the name of the PURCHASER.

1.6.3 In the event of testamentary or intestate disposition the value of the Property, shares or interest will be in accordance with the value accepted by the Master of the High Court in the liquidation and distribution account. If, however, the value of the Property or the interest in the Property, stated in the liquidation and distribution account has been

reduced by the value of an outstanding bond, or in the case of a change of a beneficiary

of a Trust, which will result in no entry in the liquidation and distribution account, then the value of the Property or the value of the interest in the Property, for purposes of calculating the 5% levy, shall be the fair market value of the Property determined by a sworn valuator, without taking into account the value of the outstanding bond.

1.6.4 The abovementioned liability to pay a 5% levy, shall be applicable *ad infinitum* on every Property in the Finkenstein Manor and may only be varied or cancelled with the written consent of the ASSOCIATION.

1.7 The Property may only be permanently occupied by persons of whom 1 (one) is 50 (fifty) years of age or older and in the event of Sectional Title Units, 1 (one) is 60 (sixty)years of age or older.

1.8 Neither the Property, nor any interest therein or thereto, shall be sold or transferred to any person or entity who has not agreed to become a member of the ASSOCIATION and to be bound by its Memorandum and Articles of ASSOCIATION and any Rules adopted by it and who has not secured payment by way or a debit order or such other method of payment acceptable to the ASSOCIATION of the monthly levy due to it.

1.9 No further improvements of any nature may be effected on the Property without the prior written approval of the SELLER or ASSOCIATION or its nominee and any building plans in respect of any such improvements to be erected on the Property shall be subject to prior written approval of the said ASSOCIATION. Such approval will be required without limitation to all external finishes, including materials and colours for all exterior walls, roofs and windows and such improvements shall at all times comply with the Architectural Plans and Specifications as accepted by the ASSOCIATION.

1.10 The OWNER and/or its successors in title of the Property shall not make any application for the rezoning, consolidation or subdivision of his/her Property without the prior written consent of the ASSOCIATION.

1.11 The Property shall be subject to a right of access by the ASSOCIATION and its appointed employees and/or agents for the purpose of the construction and day to day maintenance of services, including that of water, sewerage, drainage, electricity, telecommunication services, roads and pathways, which right also to place on such Property any material that may be excavated on the Property or any adjacent Property.

2. The OWNER or his/her successors in title shall further be entitled to make use of all roads and pathways constructed within the DEVELOPMENT, the ownership of which will vest in the

ASSOCIATION, for purposes of obtaining access to the Property and such use shall be so vested in perpetuity.

3. SUCCESSORS IN TITLE

The terms "OWNER" and "ASSOCIATION" include their respective successors in title or assigns and all the rights and obligations herein created are so vested and imposed in perpetuity.

4. ACCEPTANCE

And the Appearer on behalf of the OWNER and the ASSOCIATION hereby accept, in so far as is necessary, the benefits of the Agreement subject to the terms and conditions aforesaid.

THIS DONE AND EXECUTED by the Appearer before me, Notary Public on the day month, and year first aforewritten, in the presence of the subscribing witnesses.

AS WITNESSES:

1. _____ _____q.q

2. _____ _____q.q

QUOD ATTESTOR

_____
NOTARY PUBLIC

ANNEXURE "D1"

RELAXATION OF BUILDING LINES (LATERAL & REAR)

TOWN PLANNING (BUILDING CONTROL)
CITY OF WINDHOEK

Applicant: ..... Erf No: ..... Tel. No.....

COMMENTS REQUIRED FOR:

A Exceeding of Lateral & Rear prescribed building lines
B Drainage of Stormwater discussed with neighbour and clarified

PLEASE MARK WHERE APPLICABLE

(1) ADJACENT ERF OWNER'S COMMENTS:

I, ... the Owner of Erf ....., which is adjacent to Erf Erven....., ...Township **have seen the drawing showing the structure to be erected thereon, and I**

Ground Floor (within 3 meter building line)	AGREE	X	OBJECT	
1st Floor (within 5 meter building line)	AGREE	X	OBJECT	
2nd Floor (within 7 meter building line)	AGREE	X	OBJECT	

to the proposed building work.
It is suggested that a copy of the building plan is kept by the neighbour for reference purposes.
Reason for objection, if any:

Signed.....Tel..... Date.....

(2) ADJACENT ERF OWNER'S COMMENTS:

I, ...the Owner of Erf ....., which is adjacent to Erf ....., **have seen the drawing showing the structure to be erected thereon, and I**

Ground Floor (within 3 meter building line)	AGREE	X	OBJECT	
1st Floor (within 5 meter building line)	AGREE	X	OBJECT	
2nd Floor (within 7 meter building line)	AGREE	X	OBJECT	

to the proposed building work.
It is suggested that a copy of the building plan is kept by the neighbour for reference purposes.
Reason for objection, if any:

Signed.....Tel.....Date.....

(3) ADJACENT ERF OWNER'S COMMENTS:

I, ... the Owner of Erf ....., which is adjacent to Erf ....., **have seen the drawing showing the structure to be erected thereon, and I**

Ground Floor (within 3 meter building line)	AGREE	X	OBJECT	
1st Floor (within 5 meter building line)	AGREE	X	OBJECT	
2nd Floor (within 7 meter building line)	AGREE	X	OBJECT	

to the proposed building work.
It is suggested that a copy of the building plan is kept by the neighbour for reference purposes.
Reason for objection, if any:

Signed.....Tel..... .....Date.....

ANNEXURE "D2"

RELAXATION OF BUILDING LINES (LATERAL & REAR)

TOWN PLANNING (BUILDING CONTROL)
CITY OF WINDHOEK

Applicant: ..... Erf No: ..... Tel. No.....

COMMENTS REQUIRED FOR:

A Exceeding of Lateral & Rear prescribed building lines
B Drainage of Stormwater discussed with neighbour and clarified

PLEASE MARK WHERE APPLICABLE

(1) ADJACENT ERF OWNER'S COMMENTS:

I, ... the Owner of Erf ....., which is adjacent to Erf Erven....., ...Township **have seen the drawing showing the structure to be erected thereon, and I**

Ground Floor (within 3 meter building line)	AGREE	X	OBJECT	
1st Floor (within 5 meter building line)	AGREE	X	OBJECT	
2nd Floor (within 7 meter building line)	AGREE	X	OBJECT	

to the proposed building work.
It is suggested that a copy of the building plan is kept by the neighbour for reference purposes.
Reason for objection, if any:

Signed.....Tel..... Date.....

(2) ADJACENT ERF OWNER'S COMMENTS:

I, ...the Owner of Erf ....., which is adjacent to Erf ....., **have seen the drawing showing the structure to be erected thereon, and I**

Ground Floor (within 3 meter building line)	AGREE	X	OBJECT	
1st Floor (within 5 meter building line)	AGREE	X	OBJECT	
2nd Floor (within 7 meter building line)	AGREE	X	OBJECT	

to the proposed building work.
It is suggested that a copy of the building plan is kept by the neighbour for reference purposes.
Reason for objection, if any:

Signed.....Tel.....Date.....

(3) ADJACENT ERF OWNER'S COMMENTS:

I, ... the Owner of Erf ....., which is adjacent to Erf ....., **have seen the drawing showing the structure to be erected thereon, and I**

Ground Floor (within 3 meter building line)	AGREE	X	OBJECT	
1st Floor (within 5 meter building line)	AGREE	X	OBJECT	
2nd Floor (within 7 meter building line)	AGREE	X	OBJECT	

to the proposed building work.
It is suggested that a copy of the building plan is kept by the neighbour for reference purposes.
Reason for objection, if any:

Signed.....Tel..... .....Date.....

ANNEXURE "D3"

RELAXATION OF BUILDING LINES (LATERAL & REAR)

TOWN PLANNING (BUILDING CONTROL)
CITY OF WINDHOEK

Applicant: ..... Erf No: ..... Tel. No.....

COMMENTS REQUIRED FOR:

A Exceeding of Lateral & Rear prescribed building lines
B Drainage of Stormwater discussed with neighbour and clarified

PLEASE MARK WHERE APPLICABLE

(1) ADJACENT ERF OWNER'S COMMENTS:

I, ... the Owner of Erf ....., which is adjacent to Erf Erven....., ...Township **have seen the drawing showing the structure to be erected thereon, and I**

Ground Floor (within 3 meter building line)	AGREE	X	OBJECT	
1st Floor (within 5 meter building line)	AGREE	X	OBJECT	
2nd Floor (within 7 meter building line)	AGREE	X	OBJECT	

to the proposed building work.
It is suggested that a copy of the building plan is kept by the neighbour for reference purposes.
Reason for objection, if any:

Signed.....Tel..... Date.....

(2) ADJACENT ERF OWNER'S COMMENTS:

I, ...the Owner of Erf ....., which is adjacent to Erf ....., **have seen the drawing showing the structure to be erected thereon, and I**

Ground Floor (within 3 meter building line)	AGREE	X	OBJECT	
1st Floor (within 5 meter building line)	AGREE	X	OBJECT	
2nd Floor (within 7 meter building line)	AGREE	X	OBJECT	

to the proposed building work.
It is suggested that a copy of the building plan is kept by the neighbour for reference purposes.
Reason for objection, if any:

Signed.....Tel.....Date.....

(3) ADJACENT ERF OWNER'S COMMENTS:

I, ... the Owner of Erf ....., which is adjacent to Erf ....., **have seen the drawing showing the structure to be erected thereon, and I**

Ground Floor (within 3 meter building line)	AGREE	X	OBJECT	
1st Floor (within 5 meter building line)	AGREE	X	OBJECT	
2nd Floor (within 7 meter building line)	AGREE	X	OBJECT	

to the proposed building work.
It is suggested that a copy of the building plan is kept by the neighbour for reference purposes.
Reason for objection, if any:

Signed.....Tel..... .....Date.....

ANNEXURE “E”

FINKENSTEIN MANOR HOMEOWNERS ASSOCIATION

CONSTRUCTION REGULATIONS
01 AUGUST 2020

CONSTRUCTION REGULATIONS

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CONSTRUCTION REGULATIONS

A. INTRODUCTION

Construction activities are not a permanent feature of the Manor and will put a strain on and compromise the rights of its members, infrastructure and the environment, which makes it imperative that the process be regulated, and the regulations strictly applied. It is nevertheless necessary that regulations, in essence doctrinaire, not be arbitrary but that they are based on accepted objectives and benchmarks:

1. To give effect to the characteristics imbedded in the FMHA Constitution and policies, i.e.:

i. Protection of members' rights
ii. Attainment of optimum members' privacy
iii. No unnecessary endangerment of security
iv. Promotion of a rural atmosphere, like open spaces
v. Protection of the fauna and flora
vi. Design of high standard of aesthetics and character related to the requirements of a Manor.
vii. Construction of high standard of safety and durability. The General Specifications applicable to this Project are covered by the Model Preambles for Trades 1999 issued by THE ASSOCIATION OF NAMIBIAN QUANTITY SURVEYORS.

References to SABS specifications will automatically for the latest SANS specifications.

"Acceptable' shall mean acceptable to the FMHA and/or complying with all parts of the relevant deemed-to-satisfy rules contained in code of practice SANS 10400 National Building Regulation

2. Site development must be in accordance with plans approved by the FMHA.

3. The commencement date of construction will be regarded as from 1 month after the issuing date of the Building Permit. All construction activities shall be completed within 12 months after commencement date.

4. No deviations from approved plans will be allowed unless approved drawings by the FMHA-Architect are provided and alterations are accepted by the FMBC.

B. DEFINITIONS

1. **FMHA** shall mean the Finkenstein Manor Homeowners Association including any of its substructures, its employees and appointees.

2. **The Owner** shall mean the registered owner of an erf or his/her agent (including the contractor appointed by him/her) duly empowered by a power-of-attorney, a copy of which **to be** handed in at the FMHA office.

3. **The FMHA Architect** shall mean the architect appointed by FMHA – **Claud Bosch Agapitus Architects Inc.**

4. **The Engineer** shall mean the professional registered engineer appointed by FMHA or the owner of the erf.

5. **Establishment Licence** shall mean a licence issued to establish the construction site according to the rules in C, after the building plans have been approved by the City of Windhoek.

6. **Construction Licence** shall mean a licence issued by the FMHA after a Building Permit is issued by City of Windhoek to commence construction.

7. **City of Windhoek** shall mean the City of Windhoek.

C. PRE CONSTRUCTION STEPS AND REGULATIONS

1. The Owner shall give notice to the FMHA Manager that he/she intends to develop the erf. He/she pays an administration fee of N$20.000 and in the case of an application for additions and/or alterations, the fee shall be N$7 000.00.

2. The Owner submits the approved sketch plans, as prescribed by the FMHA Design Manual, to the FMHA Manager.

3. After the sketch plans have been approved by the FMHA, the FMHA-Architect will prepare Municipal Submission drawings.

4. Once the City of Windhoek issues the building permit the Owner gives notice to the FMHA Manager that construction will start. This notice must clearly state:

i. The construction period shall not be more than 12 (Twelve) consecutive months. (Excluding building holidays)
ii. If the construction period exceeds 12 (Twelve) months an N$5 000.00 (Five Thousand N$) fine will be imposed per month until the final completion certificate is issued.
iii. The names of the contractor, and the professional teams involved.
iv. If the development is done in more than one phase undertaken, define the phases.

5. If all of the information above has been submitted to the FMHA, a construction licence will be issued as a notification to commence with construction.

6. An information board, in accordance with the prescriptions contained in Annexure "A" hereto, displaying the information contained in 4.iii above, shall be erected on the site.

7. The FMHA the erf corner beacons in the presence of the Contractor.

8. The Contractor shall set out and be responsible for the setting out of the building in relations to the approved plans.

9. The connection of services (water and electricity) for construction purposes shall be done in the following manner:
i. One water meter per erf shall be provided and position confirmed by the FMHA Manager.

ii. For the usage of electricity, the contractor shall supply its own electricity meter and shall be installed on the temporary distribution board on site by a duly qualified electrician and who will connect it to the local grid in the presence of the FMHA Manager.

iii. The owner of the erf will be charge monthly for the usage of the water and electricity.

10. The Owner shall ensure that the edge of the road, pavement and other infrastructure on the pavement, along the street and adjacent to the erf boundary be protected from damage during construction and damage by construction vehicles or that the protection of the road edge shall not interfere with the natural flow of water before construction commences.

11. The Owner shall supply a chemical toilet until a temporary or permanent sewer connection has been made. Installation of the toilet should be out of sight from neighbours or suitably screened to ensure privacy.

12. Effective measures to the satisfaction of the FMHA shall be in place to ensure that the building site and operations do not pose a health, safety, pollution and contamination risk to humans, animals and the environment.

13. A site office shall be established where inter alia all working drawings must be available for inspection by the FMHA. The position of the office to be established in consultation with the FMHA.

14. The site shall during construction hours be under the supervision of the Owner, his/her contractor or the contractor's foreman, who shall have full accountability.

15. The owner shall present the FMHA with a certificate of good standing for his/her contractor obtainable from the Commissioner of Social Security.

16. Performance Guarantee

- The Owner's Contractor or Owner self shall obtain (at his cost) a Performance Guarantee Security for proper performance in the amount of 10% of the accepted contract value. The Contractor/Owner shall deliver the Performance Guarantee within 28 days after receiving the CoW Building Permit, and shall send the original to the FMHA. The Performance Guarantee shall be issued by an entity accepted by the FMHA.
- The Contractor/Owner shall ensure that the Performance Guarantee is valid and enforceable until the Contractor has executed and completed the Works and remedied any defect. If the terms of the Performance Guarantee specify an expiry date, and the Contractor has not become entitled to receive the Final Completion Certificate by 28 days prior to the expiry date, the Contractor/Owner shall extend the validity of the Performance Guarantee until the Works have been completed and any defects have been remedied.
- The FMHA will be allowed to make a claim under the Performance Guarantee for amounts to which the Employer is entitled under this Contract in the event of:

(a) Failure by the Contractor or Owner to extend the validity of the Performance Guarantee as described above.

(b) Failure by the Contractor or Owner to complete the works.

(c) Failure by the Contractor or Owner to remedy infrastructure damages within 30 (Thirty) days after receiving the FMHA's notice requiring the defects to be remedied.

(d) Circumstances which entitle the FMHA to termination under Clause 22 Determination by Employer of the Agreement and Schedule of Conditions of Building Contracts (2010 Edition)

- The FMHA shall return the Performance Guarantee to the Contractor or Owner within 21 days after the Final Completion Certificate is issued.

17. All Risk Insurance

The amount for contractor's all risk insurance required shall be 110% of the contract price.

18. Contract Agreement with Contractor

It will be required from the erf owner to enter into a written contract agreement with the Contractor for the construction of his/her house. For this purpose the Architectural standard contracts named Agreement and Schedule of Conditions of Building Contracts to be used.

D. GENERAL REGULATIONS

1. The Owner shall provide evidence of the accreditation at COW of his electrician to the FMHA before any electrical work is undertaken.

2. The Owner shall immediately inform the FMHA of any changes in his professional team as detailed on the information board mentioned in C.6 above and change the board to reflect the actual status.

3. The FMHA may temporarily suspend construction for reason/s given in writing to the owner, until such time as the conditions stipulated in C are adhered to.

4. The Owner shall immediately report all damages to the infrastructure of the FMHA to the FMHA manager. The owner shall repair all damages to the satisfaction of the FMHA.

5. No articulated trucks shall be allowed to enter the Manor. Trucks with trailers are not allowed on cul-de-sac roads. If there is an undisputable need for a specialised construction vehicle, permission shall be obtained beforehand from the FMHA Manager, who shall at all times accompany the vehicle while it is driving on the Manor. All damages shall be handled as in D.4 above.

6. The Owner/Contractor shall meet delivery trucks at the main entrance and escort such vehicle to the site, to ensure that trucks arrive at the correct site and that damage to the roads is minimised.

7. On completion of the permanent sewer connection, the Owner shall apply to the administrative office to arrange for certification by the FMHA.

8. Owners are responsible for the immediate clean-up of concrete, soil or any other spillage on roadways to prevent any damage to the infrastructure.

9. No paintbrushes or equipment may be washed on natural soil nor spillage dumped into the sewer system. Paint waste shall be containerised and removed from the Manor.

10. Working hours, activities and deliveries shall be restricted to between 07:00 and 17:00 during week days and 08:00 and 12:00 on Saturdays. No work or deliveries shall be allowed on Sundays, public holidays or during builder's holidays. Specific dates for builder's holidays will be announced annually by the FMHA. Requests for deviations from these hours shall only be considered in exceptional situations by the Security Manager/FMHA Manager if accompanied by written consent of all the immediate neighbours of the applicant. Unannounced spot checks will be done by the Security Manager, the Manor Manager or Members of the Building Committee as part of their duties.

11. The construction area shall be fenced in with a 1,5m high, 40% shade netting, supported with suitable mild steel poles or gum poles at suitable distances and shall be provided with a gate covered with light brown shade netting which must be large enough for delivery vehicles to enter. The fencing shall be properly maintained during the construction period.

This area shall be the full construction site and must be large enough to include the permanent fencing of the house and should allow for the contractor's store, builders toilet and enough space for all material that will be used for the construction of the house. Any building activity or the storage of material outside the construction site will be deemed to be an offence and will be dealt with in terms of clause F. Penalties. All trash, debris and building rubble shall be confined to the construction site and stored in such a way that no pollution can take place. Plastic and paper found in the surrounding areas of the building site shall be taken as coming from such site.

12. The burning of plastic, paper or anything else is prohibited.

13. The Owner shall be responsible for the safe storage of the tools, machinery and building material on the site. For this purpose storage containers and decently constructed storage facilities are permitted. The FMHA shall not be liable for any losses.

14. No private trading such as the sale of food or drinks shall be allowed on the Manor.

E. SECURITY

Apart from the express and implied security and safety benefits from other regulations, the following are specific:

1. The Owner shall not allow his/her contractor, any sub-contractor or any of their employees to overnight on the site, but ensure that they leave the Manor in terms of D.10.

2. No worker is allowed on any neighbouring properties.

3. Everybody, whether mobile or on foot, shall enter and exit the Manor only through the main entrance. All movement by contractors and workers shall be subject to random security checks by security firm on duty.

4. The speed limit of the Manor will be strictly enforced as indicated per the road signs. Nobody is allowed to use any road, track or open spaces other than the surfaced roads.

5. The catching, injuring or killing of birds or animals, and any attempt thereto, like the setting of snares, traps, chasing, etcetera, is a criminal offence.

6. No cooking or fires are permitted.

7. Trees must be maintained during the construction process and cannot be removed without the written approval of the FMHA. Trees (as specified in the Design Manual) designated for removal should be clearly indicated on drawings and demarcated before the FMHA will visit the site for such approval.

8. The Owner shall ensure that no contractor, sub-contractor or any of their employees collect firewood or any other natural material such as grass, plants, sand or rock from the Manor.

9. The Owner shall ensure that the Building Contractors register at the Security Manager's office, verifying the relevant stand number where they will be involved in building activities, and the expected building period.

10. Contractors are responsible for their employees and must ensure that they know and understand the rules regarding the Manor as set out by the FMHA.

11. A fee of N$20-00 is levied for each individual construction employee who registers.

12. Only valid Namibian ID documents are accepted.

13. A maximum of six months' registration is allowed.

14. A laminated ID card will be issued to each worker and must be carried on his/her person at all times.

15. Construction workers and labourers are registered per building site and are restricted to that site/stand. Should the workers be involved in building activities on more than one site, permission must be obtained to move workers from one site to another.

16. Contractors must familiarise themselves with the House Rules and Construction Regulations of the FMHA.

17. No contract worker or labourer will be allowed on the Manor without a security ID and if found without such an ID, the labourer will be escorted to the gate and further access will be denied.

18. It is the responsibility of the Employer/Contractor to make sure that all details concerning personnel are kept up to date and to inform the Security Manager and registration office of any changes or dismissal of said personnel.

19. Contractor employees may not drive in by vehicle but must de-bus and walk through the Manor pedestrian entrance gate where Security will verify their issued ID cards.

20. Temporary workers.

20.1 Temporary workers need to report to the Security Office with a valid Namibian ID.

20.2 A temporary construction ID will then be issued and all rules regarding contract workers will be applicable.

20.3 The temporary worker will leave his documentation at the registration office and can retrieve documentation when exiting the Manor Entry and exit to the Manor will be through the pedestrian gate.

F. PENALTIES

It is the constitutional obligation of all Owners to not only strictly adhere to but also promote the application of the rules and regulations of the FMHA. Contraventions of any of these Regulations shall be handled as follows:

1. First offence: The FMHA informs the Owner in writing of transgression and issues a warning.

2. Second offence: The FMHA states the offence in writing and includes copies of previous offences and issues a penalty of N$500-00.

3. Third offence: As in 2, but with a penalty of N$5 000-00. The FMHA informs the Owner of the consequences of any further transgressions.

4. Fourth offence: The FMHA informs the Owner of the offence in writing. The Owner must ensure that all men and material belonging to the contractor is removed from the Manor within one working day. The contractor shall not be allowed to work on the Manor again. All work on the site shall be suspended until a new contractor is engaged.

5. All penalties shall be paid within 2 (two) working days after issue.

6. Any late payments shall be considered an offence under these Regulations.

7. The FMHA may also deny the provision of services to an Owner as a penalty measure.

8. The Owner may at any stage approach the FMHA Board of Trustees to challenge the correctness of a warning or penalty.

9. The Owner may declare a dispute with an FMHA employee or appointee, which dispute shall be dealt with according to the FMHA's established Dispute Resolution Policy.

G. COMPLETION

1. On completion of the building, the electrical distribution board of the house and all other electrical fixtures shall be certified by the FMHA Certified Electrician.

2. A final inspection shall be done by the client's professional team, with specific emphasis on structural soundness. Each professional member shall issue a completion certificate to the FMHA-Architect. The FMHA-Architect shall then issue a certificate of completion and prepare as-built plans if required and copies of the completion certificate and As-Build drawings must be forwarded to the FMHA Manager.

3. The FMHA-Architect shall issue a completion certificate only if he/she is satisfied that all building rubble and any markers, protective covers and warning notices have been removed by the contractor.

No occupation of the house shall be allowed before a certificate of practical completion has been issued by the FMHA-Architect.

The Contractor must present the Municipal Completion slip to the Architect at practical completion for signature and then submit the signed completion certificate to City of Windhoek. Late completion shall be considered an offence under these rules, unless the owner has applied for postponement and received approval of the completion date with the FMHA.

H. MINIMUM CONSTRUCTION REQUIREMENTS

1. STANDARD CONSTRUCTION SPECIFICATIONS

1.1 SUPERSTRUCTURE: FOUNDATIONS & FOUNDATION WALLS

1.1.1 All external load-bearing walls (220mm) and all internal dividing walls (110mm) will be founded onmin 20 MPA mass concrete footings as indicated on the working drawings.

1.1.2 All foundations as per appointed Engineers design and approval.

1.1.3 Conventional building methods, as for normal founding conditions, will be used unless otherwise instructed by the engineer.

1.2 SUPERSTRUCTURE

1.2.1 All external walls to be 220 mm thick and internal walls to be 110 mm thick, constructed with standard 7 MPA cement bricks.

1.2.2 Pre-cast, pre-stressed concrete lintels will be used over window and door openings. Reinforced concrete beams will only be used if so specified by the engineer.

1.2.3 Surface beds according to Engineers design – minimum thickness 100 mm.

1.3 FLOOR FINISHES

1.3.1 All interior concrete surface beds to be tiled as per Architect`s Drawings or as per client's material choice.

1.3.2 All exposed concrete surface beds will be finished smooth with a steel trowel.

1.3.3 Grouting color as per contractor to match floor tile.

1.3.4 Drying Yard will be paved with 60mm concrete pavers as per Architect's specification.

1.4 WALLS AND BEAMS (FINISHES)

1.4.1 Internal walls to receive one coat cement plaster finish, troweled smooth with a steel trowel

1.4.2 External walls will be plastered and finished smooth with wood float.

1.4.3 Natural Stone Walls cladding as per Architect`s working drawings.

1.4.4 Plaster Surrounds: Selected doors and windows to receive a 150mm plaster surround, and to receive a smooth wood float cement plaster finish. Refer to Architect`s working drawings.

1.5 PAINT WORK

1.5.1 All exterior paint to be supplied by Dulux.

1.5.2 Cornices will be painted with two coats of interior quality white pva paint from Dulux.

1.5.3 All interior plastered wall surfaces to be painted with two coats acrylic PVA.

1.5.4 All exterior walls to be painted as per Architect`s schedule. Exterior walls to be painted as follows:

- Coat 1: Dulux Trade Alkali resistant plaster primer (Full prime).
- Coat 2: Dulux Trade 100 Low Sheen.
- Coat 3: Dulux Trade 100 Low Sheen.

1.5.5 All mild steel surfaces will be finished with one universal undercoat and two coats paint, color as per Architect`s schedule.

1.6 DOORS AND FRAMES

1.6.1 All external doors to anodized aluminum framed doors with 6.38 mm safety glass insert Panels.Color as per architect`s door schedules.

1.6.2 All external doors to have minimum 10mm weather step.

1.6.3 All doors are to be semi-solid batten doors with a height of 2100mm.

1.6.4 Garage Doors to be white powder coated aluminum sectional overhead type door with a block pattern. Garage Doors be 'horizontal slide over' electrically operated, sectional corrosive resistant with a 'Chromadek' finish, remote controlled, or similar approved.

1.7 WINDOWS

1.7.1 Materials:

Anodized Aluminium per AGI or West Coast Aluminium (or similar approved)

1.7.2 Sills:

All window sills to be plastered and painted, level inside and with a slope externally.

1.7.3 Lintels:

The soffit height is at 2100mm above FFL.

1.7.4 Provision is made for a 150mm wide and 15mm thick smooth plaster band around selected windows as per Architect`s drawings.

1.7.5 No Burglar bars or security doors included as the development is intended to be a secured environment.

1.8 GLAZING

1.8.1 Glazing to all aluminum windows to be min 4mm laminated and 6.38mm safety glass to all doors, sliding doors and windows as per window.

1.8.2 Glass standards for sizes to conform to the AAMSA and National Building Regulations.

1.9 IRONMONGERY

1.9.1 All external doors will be fitted with a cylinder lockset with aluminum furniture as per manufacturer.

1.9.2 All internal doors will be fitted with a two-lever lockset with aluminum plated furniture.

1.9.3 Aluminum frame shower door 2,1m high will be fitted as per manufacturer.

1.9.4 Door handles as per Architects specification.

1.9.5 Doorstops to be provided to all doors.

1.9.6 In addition an aluminum weather brush to be provided at external doors.

1.10 JOINERY

1.10.1 Built-in cupboards as per standard Architect's drawings and specifications.

1.10.2 Joiner to be appointed and approved by client.

1.10.3 Architect's drawings only indicate the joinery position and sizes, all finishes to be selected by clients.

1.11 CEILINGS

1.11.1 Ceilings as per Archtect's specifications.

1.11.2 Cornices as per Architect's specifications

1.12 ROOFS

1.12.1 Roof trusses will be constructed of wood and the garages trusses of light weight galvanized steel members.

1.12.2 Exposed roof trusses as per Architect's specifications.

1.12.3 The material of the pitched roofs and lean-to roofs is concealed fix type roof sheeting as perArchitects specification.

1.12.4 The roofing will be 0.5mm thick 'SAFLOK' Colourplus AZ150 interlocking roof sheeting or as approved. The colour scheme as per Architect's specifications.

1.13 EAVES, PARAPET AND GUTTERS

Eaves:

1.13.1 Eaves to have a min 300mm overhang as per architect`s working drawings. Exposed roof members at eaves will be painted 2x coats pva.

Parapet Walls:

1.13.2 Parapet walls to be painted with (x3) coats of Dulux Rainshield as per manufacture specification or similar product approved by Architect.

Gutters and Downpipes:

1.13.1 Aluminum seamless gutters with downpipes to be fitted as per architect`s working drawings. Downpipes must be fixed to the wall.

Fascia Boards:

1.13.1 All Nutec fascia boards to be painted white as per Architect`s working drawings.

1.14 ELECTRICAL

1.14.1 An Electrical layout will be provided by the Architect.

1.14.2 External, water-proof light fittings as per Architect's specifications.

1.14.3 Basic alarm to be installed.

1.14.4 Provision for A/C installation can be requested by clients.

1.15 PLUMBING AND SANITARY

1.15.1 All sanitary fittings to be of quality metallic finish as per client's approval.

1.15.2 180L solar electrical geyser to be installed, position to be confirmed by Architect.

1.15.3 Two standard garden taps per unit to be provided.

1.16 BOUNDARY WALLS & FENCES

1.16.1 All plastered and painted masonry walls as per Architects specification.

1.16.2 Parapet of boundary walls to be painted with(x3) coats of Dulux Rainshield as per manufacture specification or similar product approved by Architect.

1.17 PAVING

1.17.1 Paving as per architect`s drawings – refer to plans.

1.17.2 Paving to be installed from the street edge to end of parking and/or front of garage.

1.17.3 60mm rectangular interlocking bricks with cement colour to be used.

1.18 SITE WORKS

1.18.1 The property will be leveled to dispose the storm water as per municipal regulations.

1.18.2 Cutting and/or filling may be required to achieve the most feasible level for the development.

1.18.3 Landscaping to be done by the clients.

1.19 SECURITY

1.19.1 Security will be provided 24 hour / 7 days a week in the residential development.

1.19.2 Perimeter fence standard, electrified and monitored.

1.19.3 Permanent patrols by security to be standard.

1.20 SPECIFICATIONS

1.20.1 In case of a discrepancy between this specification and the drawings and/or any other documents, the Architects drawings will take precedence.

ANNEXURE “F”

FINKENSTEIN MANOR HOMEOWNERS ASSOCIATION

DESIGN MANUAL

01 August 2020

DESIGN MANUAL

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DESIGN MANUAL

1. INTRODUCTION

The Finkenstein Manor is a Retirement Village development where privacy, open spaces, the protection of members' rights and a peaceful atmosphere are the primary objectives.

The purpose of this document is to put forth guidelines that will ensure that the above objectives are achieved. Furthermore, it aims at ensuring that all new developments in the Manor are developed to the same standard and resemble the same aesthetic character throughout, while still ensuring an individual identity to each house.

2. ARCHITECTURAL INPUT

Finkenstein Manor Homeowners Association (FMHA) has appointed Claud Bosch Agapitus Architects Inc. as the FMHA Architect for all new developments in the Manor.

Clients can choose from 5 house types as base model for their new development and consist of:

1.	**Type A1**:	2-Bedroom	+	1-Bathroom
2.	**Type A2**:	2-Bedroom	+	2-Bathroom
3.	**Type B1**:	2-Bedroom	+	1-Bathroom
4.	**Type B2**:	2-Bedroom	+	2-Bathroom
5.	**Type C**:	3-Bedroom	+	2-Bathroom
6.	**Type D**:	3-Bedroom	+	2-Bathroom
7.	**Type E**:	3-Bedroom	+	2-Bathroom

Please refer to the website (http://www.finkensteinmv.com/index.php/finkenstein-manor) to view or download the above plan types.

Changes to the above standard types may be requested from the FMHA Architect during individual consultations and Architects cost will be charged additionally to the Owner of the erf. All design changes should maintain the character envisaged for the development as considered in this Design manual.

The design and positioning of residences must take due cognisance of other Owners' rights in terms of visual obstructions and hindering aspects such as high buildings, noise, antennas, satellite dishes, glass reflections, towers, swimming pools, etc.

The duties of the FMHA Architect in regard to design are:

1. to ensure that a high standard of architectural design is maintained,
2. to provide guidelines to allow individualistic designs within acceptable architectural norms and
3. to ensure that designs do not clash or interfere with other Owners' rights.

The FMHA reserves the right to request such design changes that it deems necessary, in its opinion, to preserve the environment and aesthetical character of the Manor. All property owners are to take note that this document is to be read with the Finkenstein Manor Homeowners Association Rules and Regulations as in force on the Manor at any time.

3. NEW BUILDING PROCEDURES

3.1. No building may be erected or altered without approval of Finkenstein Manor Building Committee (FMBC). This includes and applies to internal alterations to existing buildings. All buildings have to conform to SANS 10400 ("The application of the National Building Regulations", previously called SABS 400).

3.2. Where proposed alterations or additions to existing buildings are likely to affect the quality of life (e.g. view) enjoyed by a neighbour, the Owner must obtain the consent of such a neighbour before the plans are submitted for approval by the Building Committee and CoW. In the case of a dispute in this regard, the FMHA will attempt to mediate.

3.3. Should any provision of this Design Manual be regarded as contrary to the National Building Regulations, the latter shall take preference.

3.4. The FMHA *may* consider requests to waive mandatory House Rules specifications under special circumstances.

3.5. The FMHA shall provide the following documents to each Owner on request:

3.5.1. Design Manual (this document)

3.5.2. Construction Regulations

3.5.3. Site diagram 1:100 with contours and water, electrical and sewer connection points

3.5.4. Approved Site Plans of adjacent erven.

This information is as received from the Developer, Finkenstein Portion Three Trust, and the FMHA does not accept any responsibility or liability for incorrect information.

4. SKETCH PLAN, ELECTRICAL LAYOUT & JOINERY DETAILS

4.1. The Sketch Plan, Electrical Layout and Basic Joinery Details will list all specific changes requested, as well as provide a list of affected quantities and building areas.

4.2. Once all changes have been affected by the FMHA Architect, the owner is required to sign off on the Sketch Plan, Electrical Layout and Joinery Details.

4.3. Only standard/basic joinery detail layout will be provided by the Architect. All joinery to be discussed and finalised between the client and the Joiner.

5. APPROVAL OF BUILDING PLANS

5.1. The FMHA Architect will submit the client approved Sketch Plan to the Finkenstein Manor Building Committee (FMBC) for approval.

5.2. Once approval is granted by the FMBC, the owner should formally request the FMHA Architect in writing to proceed with the preparation of municipal submission drawings. The Owner will be responsible for the disbursements and municipal submission fees, which will be presented by the FMHA Architect.

5.3. The FMHA Architect will submit the following drawings and information to the City of Windhoek for approval, which will be printed on (x1) durestor and (x2) plain paper copies:

5.3.1. Surveyor General (SG) - Diagram

5.3.2. Site Plan (1:200)

5.3.3. Sewer Details (1:100)

5.3.4. Floor Plan (1:100)

5.3.5. Sections (1:100)

5.3.6. Elevations (1:100)

5.3.7. Window and Door Schedules

5.3.8. Letter from Structural Engineer where applicable

5.3.9. Structural Drawings where applicable

5.3.10. Neighbours Consent where applicable

5.4. Upon municipal approval of the drawings, the owner will be provided with an approved copy thereof, as well as the Building Permit required.

5.5. An approved copy of the building plans and permit should at all times during the construction of the building be present on site.

5.6. Once the Construction Drawings are approved, the owner must notify the FMHA office that construction will start as per the conditions stipulated in the Construction Manual.

5.7 No construction shall commence prior to confirmation of Erf pegs by the FMHA and approval of the building plans by the FMHA Architect and City of Windhoek and copies of approved drawings handed in at FMHA.

6. SERVITUTES

No servitudes are applicable on specific residential erven. The FMHA Architect must familiarize themselves with the stormwater flow from the streets. At some erven a stormwater pipe will be required underground over the erven.

7. LOCATION OF BUILDING AND RESTRICTIONS

7.1. Building lines are 3m on all side and rear boundaries and 5m on the street side.

7.2. Any relaxation of the building lines should be applied for by means of neighbour's consent from the specific neighbour to be affected by the relaxation. Permission should be granted by means of signature on the copy of building plan and standard relaxation form from the City of Windhoek.

7.3. All owners agree in principal that new developments may be erected up to 1.5m from the boundary lines; neighbours consent will still be required as per City of Windhoek regulations.

7.4. All structures to be erected closer than 1.5m from the boundary lines should be constructed with a firewall, as per City of Windhoek Fire Regulations.

7.5. The positioning of buildings will be adjudicated and allowed on a first come first served basis. Thus the Sketch Design approved first and registered with the FMHA, will have preference of location of buildings.

7.6. Privacy of existing developments should be considered during the initial planning stages of the Sketch Design.

7.7. The approval of the extent to which a building may be located relative to the boundary, the position thereof, ridge position, etc. shall be at the discretion of the FMHA Architect.

7.8. The front portion (street side) of all new erven to be developed should remain open, and that only the side and rear areas be fenced in by boundary walls.

7.9. Should an Owner request not to provide a boundary around the Plot, then the following rules will apply to the property:

7.9.1. No pets may be kept by the owner;

7.9.2. The Owner will indemnify the FMHA, other owners and the public against any and all possible claims directly or indirectly from the Owner or any third party and will provide confirmation of insurance to that effect;

7.9.3. Owners will not be permitted to have an open swimming pool, fish pond or any other external water feature;

7.9.4. The owner will at all times have securable, self-closing garage doors;

7.9.5. No construction, structure or container other than the driveway, shall be allowed outside the boundary lines.

7.9.6. No temporary structures, e.g. portable toilets, containers and vinyl swimming pools will be allowed after Practical Completion.

8. BUILDINGS AND OUTBUILDINGS

8.1. The maximum building coverage will be 50% of the Erf area.

8.2. Only one Primary Living Unit may be constructed on an Erf.

8.3. A Primary Living Unit will mean:

8.3.1. A house (with or without an Outbuilding) consisting of mutually adjacent rooms with a kitchen and at least one bedroom and toilet facilities;

8.3.2. The Primary Living Unit is designed for occupation by a single household and may, subject to the restriction of this manual or any Erf restrictions, include outside entertainment areas and swimming pool.

8.4. No Supplementary Living Unit is permitted on the Erf.

8.5. In this context a Supplementary Living Unit will mean:

8.5.1. A Flat or any outbuilding intended for residential occupation.

8.6. An Outbuilding will mean:

8.6.1. A Garage

8.6.2. Covered Parking

8.6.3. Outside Toilets, Bathrooms and Showers

8.6.4. A Store for use in reasonable connection with the Living Unit.

8.7. An Owner may apply to the FMHA to do the development of the building in phases. Such an application may be considered if:

8.7.1. the initial development consists of the primary living unit, with or without outbuildings,

8.7.2. the total development is not more than two phases that shall be completed within 5 (five) years and

8.7.3. each phase is a sensible, self-contained unit that has been approved as such by the FMHA Architect.

8.8. All residential erven are registered as single residential. No sectional title registration is allowed on any Erf, unless otherwise considered by the FMHA.

8.9. The maximum height of any building shall be measured as 5 meters above the platform level prepared for such building, i.e. not more than one storey.

8.9.1. Any section of the building such as basements of which no man made part is visible from any angle of the building will not be taken into consideration when calculating the height.

9. PLATFORMS AND LEVELS

Cut-and-fill slopes must be protected and stabilised with the written consent of the FMHA.

As the development will house the elderly, level differences should be avoided as much as possible. All house interiors will thus be done on a single level, with a maximum height difference of 170mm from inside to outside. A 10mm step is allowed between the inside of the Garage to the inside of the residence.

10. SITE CLEARING AND PLANTING

10.1. No alien plants may be planted or indigenous plants that are poisonous, for example Euphorbias.

10.2. Recommended plants are as indicated as indigenous to the Finkenstein area in the following publications:

10.2.1 *Le Roux and Muller's Field Guide to Trees & Shrubs of Namibia* as revised and expanded by Coleen Mannheimer and Barbara Curtis.

10.2.2 *Grasses of Namibia* by M. A. N. Muller and expanded by Johan van Eck.

10.2.3 *Aloes*: Aristocrats of Namibia by Sakkie Rothmann

10.2.4 *Botanic Garden Plant List.*

11. TREE FELLING

No trees or shrubs with a stem of more than 100 mm diameter or designated to be preserved and indicated as such on the design and construction documentation, will be permitted to be removed without the written consent of the FMHA.

12. PREVENTION OF EROSION AND STORMWATER CONTROL

Due to the construction of unnatural structures as streets and walls of buildings and boundaries, storm water will find new routes to escape, increasing the risk of erosion. In consultation with the FMHA Architect the required preventative measures are to be put in place to limit erosion as far as possible.

Storm water should be allowed to flow in the natural direction and neighbouring properties should receive storm water from the natural direction, unless no other feasible means are possible.

13. LETTERING AND SIGNS

13.1. No illuminated signs will be permitted without the express permission of the FMBC.

13.2. All signs other than house names, street names and Owners' names are to be submitted to the FMHA for their written approval.

13.3. No signs are allowed outside the owner's Erf.

14. CARAVANS, TRAILERS AND BOATS (See is House Rules)

Caravans, trailers, boats and commercial type vehicles may not be used as dwellings, may not be kept on the public or private roads and may not be kept on private property if visible from the roadways or other erven.

15. LAUNDRY AND REFUSE

Laundry drying areas and refuse bins must be appropriately screened for aesthetic purposes.

16. TELEVISION AERIALS, HOT WATER GEYSERS, AIR CONDITIONERS, EVAPORATIVE COOLERS, ETC.

No solar water heating panels, hot water geysers, water storage tanks, air-conditioning or water cooler systems, etc. may protrude above the roofline or stand out against the horizon. The Architect must be consulted before installation to confirm optimal position.

17. TEMPORARY STRUCTURES (See House Rules)

17.1. Vegetable tunnels, shacks and plastic covered structures are not permitted.

17.2. Any other temporary structures (including Wendy houses) require the prior approval of the FMHA.

18. ACCESS AND DRIVEWAYS

18.1. All Erf driveways must be surfaced with interlocking bricks and only cement colour type bricks to be used.

18.2. Only one permanent access will be allowed per property, unless special approval has been obtained from the FMHA.

19. SEWERAGE

Each property will be provided with one permanent sewer connection point.

20. RAIN WATER AND GREY WATER TANKS

The installation of rain water and grey water tanks are allowed. All water tanks must be installed in line with the prescriptions of the Design Manual. Both rain water and grey water tanks must be installed inside the boundary wall area, it has to be screened from the street side as far as possible and should be approved by the FMHA Architect and the FMHA.

21. GUIDELINES FOR DEVELOPMENT

Should the owner elect to develop the property, the following guidelines should be used.

These guidelines can be read in conjunction with the Standard Construction Allowances (Item.24) to provide clarity on the minimum requirements for each development.

MINIMUM CONSTRUCTION REQUIREMENTS

22. STANDARD CONSTRUCTION SPECIFICATIONS

22.1 SUPERSTRUCTURE: FOUNDATIONS & FOUNDATION WALLS

22.1.1 All external load-bearing walls (220mm) and all internal dividing walls (110mm) will be founded on min 20 MPA mass concrete footings as indicated on the working drawings.

22.1.2 All foundations as per appointed Engineers design and approval.

22.1.3 Conventional building methods, as for normal founding conditions, will be used unless otherwise instructed by the engineer.

22.2 SUPERSTRUCTURE

22.2.1 All external walls to be 220mm thick and internal walls to be 110mm thick, constructed with standard 7 MPA cement bricks.

22.2.2 Pre-cast, pre-stressed concrete lintels will be used over window and door openings. Reinforced concrete beams will only be used if so specified by the engineer.

22.2.3 Surface beds according to Engineers design – minimum thickness 100mm.

22.3 FLOOR FINISHES

22.3.1 All interior concrete surface beds to be tiled as per Architect`s Drawings or as per client's material choice.

22.3.2 All exposed concrete surface beds will be finished smooth with a steel trowel.

22.3.3 Grouting color as per contractor to match floor tile.

22.3.4 Drying Yard will be paved with 60mm concrete pavers as per Architect's specification.

22.4 WALLS AND BEAMS (FINISHES)

22.4.1 Internal walls to receive one coat cement plaster finish, troweled smooth with a steel trowel

22.4.2 External walls will be plastered and finished smooth with wood float.

22.4.3 Natural Stone Walls cladding as per Architect`s working drawings.

22.4.4 Plaster Surrounds: Selected doors and windows to receive a 150mm plaster surround, and to receive a smooth wood float cement plaster finish. Refer to Architect`s working drawings.

22.5 PAINT WORK

22.5.1 All exterior paint to be supplied by Dulux.

22.5.2 Cornices will be painted with two coats of interior quality white PVA paint from Dulux.

22.5.3 All interior plastered wall surfaces to be painted with two coats acrylic PVA.

22.5.4 All exterior walls to be painted as per Architect`s schedule. Exterior walls to be painted as follows:

- Coat 1: Dulux Trade Alkali resistant plaster primer (Full prime)
- Coat 2: Dulux Trade 100 Low Sheen.
- Coat 3: Dulux Trade 100 Low Sheen.

22.5.5 All mild steel surfaces will be finished with one universal undercoat and two coats paint,color as per Architect`s schedule.

22.6 DOORS AND FRAMES

22.6.1 All external doors to anodized aluminum framed doors with 6.38 mm safety glass. Insert Panels. Color as per architect`s door schedules.

22.6.2 All external doors to have minimum 10mm weather step.

22.6.3 All doors are to be semi-solid batten doors with a height of 2100mm.

22.6.4 Garage Doors to be white powder coated aluminum sectional overhead type door with a block pattern. Garage Doors be 'horizontal slide over' electrically operated, sectional corrosive resistant with a 'Chromadek' finish, remote controlled, or similar approved.

22.7 WINDOWS

22.7.1 Materials:

Anodized Aluminium per AGI or West Coast Aluminium (or similar approved).

22.7.2 Sills:

All window sills to be plastered and painted, level inside and with a slope externally.

22.7.3 Lintels:

The soffit height is at 2100mm above FFL.

22.7.4 Provision is made for a 150mm wide and 15mm thick smooth plaster band around selected windows as per Architect`s drawings.

22.7.5 No Burglar bars or security doors included as the development is intended to be a secured environment.

22.8 GLAZING

22.8.1 Glazing to all aluminum windows to be min 4mm laminated and 6.38mm safety glass to all doors, sliding doors and windows as per window.

22.8.2 Glass standards for sizes to conform to the AAMSA and National Building Regulations.

22.9 IRONMONGERY

22.9.1 All external doors will be fitted with a cylinder lockset with aluminum furniture as per manufacturer.

22.9.2 All internal doors will be fitted with a two-lever lockset with aluminum plated furniture.

22.9.3 Aluminum frame shower door 2,1m high will be fitted as per manufacturer.

22.9.4 Door handles as per Architects specification.

22.9.5 Doorstops to be provided to all doors.

22.9.6 In addition aluminum weather brushes to be provided at external doors.

22.10 JOINERY

22.10.1 Built-in cupboards as per standard Architect's drawings and specification.

22.10.2 Joiner to be appointed and approved by client.

22.10.3 Architect's drawings only indicate the joinery position and sizes, all finishes to be selected by clients.

22.11 CEILINGS

22.11.1 Ceilings as per Architect's specifications.

22.11.2 Cornices as per Architect's specifications.

22.12 ROOFS

22.12.1 Roof trusses will be constructed of wood and the garages trusses of light weight galvanized steel members.

22.12.2 Exposed roof trusses as per Architect's specifications.

22.12.3 The material of the pitched roofs and lean-to roofs is concealed fix type roof sheeting asper Architects specification.

22.12.4 The roofing will be 0.5mm thick 'SAFLOK' Colourplus AZ150 interlocking roof sheetingor as approved. The colour scheme as per Architect's specifications.

22.13 EAVES, PARAPET AND GUTTERS

Eaves:

22.13.1 Eaves to have a min 300mm overhang as per architect`s working drawings. Exposed roof members at eaves will be painted 2 x coats PVA.

Parapet Walls:

22.13.2 Parapet walls to be painted with(x3) coats of Dulux Rainshield as per manufacture specification or similar product approved by Architect.

Gutters and Downpipes:

22.13.3 Aluminum seamless gutters with downpipes to be fitted as per architect`s working drawings. Downpipes must be fixed to the wall.

Fascia Boards:

22.13.4 All Nutec fascia boards to be painted white as per Architect`s working drawings.

22.14 ELECTRICAL

22.14.1 An Electrical layout will be provided by the Architect.

22.14.2 External, water-proof light fittings as per Architect's specifications.

22.14.3 Basic alarm to be installed.

22.14.4 Provision for A/C installation can be requested by clients.

22.15 PLUMBING AND SANITARY

22.15.1 All sanitary fittings to be of quality metallic finish as per client's approval.

22.15.2 180L solar electrical geyser to be installed, position to be confirmed by Architect.

22.15.3 Two standard garden taps per unit to be provided.

22.16 BOUNDARY WALLS & FENCES

22.16.1 All plastered and painted masonry walls as per Architects specification.

22.16.2 Parapet of boundary walls to be painted with (x3) coats of Dulux Rainshield as per manufacture specification or similar product approved by Architect.

22.17 PAVING

22.17.1 Paving as per architect`s drawings – refer to plans.

22.17.2 Paving to be installed from the street edge to end of parking and/or front of garage.

22.17.3 60mm rectangular interlocking bricks with cement colour to be used.

22.18 SITE WORKS

22.18.1 The property will be leveled to dispose the storm water as per municipal regulations.

22.18.2 Cutting and/or filling may be required to achieve the most feasible level for the development.

22.18.3 Landscaping to be done by the clients

22.19 SECURITY

22.19.1 Security will be provided 24 hour / 7 days a week in the residential development.

22.19.2 Perimeter fence standard, electrified and monitored.

22.19.3 Permanent patrols by security to be standard.

22.20 SPECIFICATIONS

22.22.1 In case of a discrepancy between this specification and the drawings and/or any otherdocuments, the Architects drawings will take precedence.

ANNEXURE "G"

FINKENSTEIN MANOR
Building & Planning Procedures

1. The owner gives notice to the Finkenstein Manor office administrator that he/she intends to develop an individual erf and pays the required deposit as set out in the design manual.
2. The owner here-in is referred to the owner of a registered erf .

3. Planning

   a. The owner is presented with options for standard building types A to E, as well as a copy of the Design Manual, and referred to the FMHA-Architect, Claud Bosch Agapitus Architects.

   b. The owner shall be required to sign a Client Architect Agreement with the FMHA-Architect. -

   c. Erf owner must select a standard type building to be constructed as mentioned in the Design Manual. Should the owner wish to make changes to the selected type building, the FMHA-Architect will ask an hourly fee to bring about specific changes requested and such fees are payable to the Architect by the owner.

   d. All changes will be done in accordance with the Design Manual and to the aesthetic discretion of the FMHA-Architect in consultation with the owner and Finkenstein Building Committee (FMBC). All revisions requested and necessitated will be listed on the sketch plan and presented to the FMBC for acceptance. This will enable future reference and may be used for specific costing implications.

   e. Upon finalisation of the sketch plan, the owner is required to sign-off on the design. This will be deemed an instruction from the owner to the FMHA-Architect to proceed in preparing the municipal submission documentation.

   f. All building plans at Finkenstein Manor is subject to the approval by the City of Windhoek, and does all local authority rules and regulations apply, unless specific exclusions and special conditions have been permitted by the local council.

   g. Upon completion of the preparation of municipal submission drawings by the FMHA-Architect, the owner will be provided with a copy of the building plans for final comments.

   h. The owner will be responsible to appoint according to the COW requirements a suitable professional structural Engineer registered at the Namibian Engineering Council to provide the required designs, drawings and inspections. See attached COW appointment letter for the Engineer. The owner will be responsible for the professional fees involved.

   i. The owner will be responsible for the municipal submission fee charged by the City of Windhoek.

   j. When building plan approval is granted by the City of Windhoek, a copy of the approved building plans, together with the original building permit will be issued to the client. This will be deemed that the architectural documentation has been completed and the architectural fee becomes due as agreed with the Architect..

   k. The owner will be responsible for all disbursements required to achieve municipal approval and issuing of drawings to third parties by the FMHA-Architect.

   l. The owner will be responsible for appointing a registered (CIF) building contractor. The FMHA- Architect may be approached to advise in this regard, should costing and a tender process be requested, in accordance with item.2b.

   m. The FMHA-Architect may be approached to perform quality control inspections, as and when arranged on an individual basis, in accordance with clause.2b.

4. The Finkenstein Manor office administrator Manager shall confirm the boundaries of the erf, as well as water, electrical and sewerage connection points.

5. The FMHA-Architect will nominate a suitable and registered Land Surveyor set out the corner pegs of the erf. The owner will be responsible for the professional fees involved.

6. The owner gives notice to the office administrator Manager that construction will start. This notice should clearly state the:

    a. Intended start and completion dates (No more than 12 months per phase if construction is done in phases)
    b. Client's professional team involved, contractor and all sub-contractors involved.
    c. Copy of building contract signed by the owner and the contractor
    d. Copy of Contractor's insurances in-place
    e. Confirmation of bank approved loan or that own funds are available.

7. The owner will be responsible to register the contractor and all his workers at the Finkenstein Manor entry gate as required by the Construction Regulations.

8. The Manor Administration Manager shall:

    a. Provide a water meter for installation if not already installed and
    b. Ascertain that a duly qualified electrician installs the temporary electric distribution board and connects it to the system for construction purpose only. A written confirmation will be issued by the Manor Administration Manager after witnessing the connection.

9. A suitable berm or apron shall be created on the edge of the road for construction vehicles to enter the erf. May not be necessary as all entrances will be paved after completion of the house.

10. A chemical toilet should be used until the temporary or permanent sewer connection has been made. Upon completion of the permanent sewer connection, the owner should apply to the office administrator to inspect the connection and arrange for certification.

11. Construction information board should be placed on-site, as per the FMHA-Architect template to be provided.

12. A site office should be established, and should not be closer than 1.5m to any side or rear boundary lines.

13. The FMHA (Finkenstein Homeowners Association) may compile reports or act upon discretions taking place on individual construction sites.

14. The appointed Civil Engineer is authorised to inspect and approve all civil and structural construction stages and components as is normally required by the City of Windhoek. The owner should timeously request for such inspections to be done.

15. The final connections of the electrical distribution board at the building will be done by a duly qualified electrician and certified by the FMHA electrical engineer/certified electrician.

16. Any variations contemplated during the construction period should be applied for in writing to the FMHA- Architect. Approval will be required from the FMBC before implementation.

17. Upon completion of the construction, the FMHA-Architect should be notified to inspect and certify that the development complies with the Design Manual.

18. The FMHA Architect will issue a Certificate of Completion, which should be submitted to the City of Windhoek together with "As Build" drawings. The owner of the erf will be responsible for the payment of the resubmission invoice and the payment of the Architect's fee.

19. The owner can now apply for a refund of a surplus portion of the deposit paid as described at item.1.

Please note that this Confirmation on its own is not sufficient proof in terms of the Financial Intelligence Ac 3 of 2007 and additional documents as specified, must still be supplied, if required to do so

Information required by Bond or Transfer Attorney to comply with Financial Intelligence Act, No. 3 of 2007

I, the undersigned,

_____ ***«PURCHASER»***

Identity number / Date of Birth: _____

HEREBY CONFIRM THAT THE FOLLOWING INFORMATION ARE TRUE AND CORRECT

1. THAT my name and identity number/date of birth are correct as reflected above and annexed hereto a copy of my identity document / my passport.

2. THAT my current residential address is as follows:

   _____

3. THAT my postal address is as follows:

   _____

4. THAT my income tax number at the Receiver of Revenue is _____

5. THAT the source of income/funds to finance the transaction registration is as follows:

   Cash – please specify origin of money: _____

   Financial Institution – please specify: _____

6. I am unmarried Yes / No

   I am married to _____

   on (date)_____in community of property / out of

   community of property at (place) _____

   (please attach copy of spouse's identity document, marriage certificate and marriage contract, if applicable)

CONTACT DETAILS OF PURCHASER

Name of Employer: _____

Telephone No. (Work): _____

Telephone No. (Home): _____

Cellphone No.: _____

E-mail address: _____

This done and signed at_____this_____day of _____

_____

Signature PURCHASER

INFORMATION FOR TRANSFER PURPOSES:

PURCHASER:

This property is to be registered into the name of a –
(Please attach Company/CC/Trust documents)

1. Company / Close Corporation / Trust name: _____

_____

2. Company / Registration no.: _____

3. Full names of Directors / Members / Trustees: ***(Please attach copy of Identity document)***

_____

_____

4. Auditor / Accounting Officer: _____

5. Postal Address: _____

6. Residential Address: _____

7. Telephone numbers: _____

This property is to be registered into my personal name – ***(Please attach copies ofIdentity document)***

1. Full names: _____

2. Identity number: _____

3. Postal Address: _____

4. Residential Address: _____

5. Telephone numbers: _____

6.1 Are you married: ***(Please attach copy of marriage certificate & ANC contract)***

a) Yes / No

b) In community of property

c) Out of community of property

(delete whichever is not applicable)

6.2 If married: ***(Please attach copy of wife's/husband's Identity document)***

a) Full names of spouse: _____

b) Date of Birth: _____

6.3 Place and date of marriage: _____