

AGENDA

GOURITZ RIVER ESTATE HUISEIENAARSVERENIGING

KENNIS GESKIED HIERMEE VAN 'N ALGEMENE JAARVERGADERING VAN GOURITZ RIVER ESTATE HUISEIENAARSVERENIGING, WAT GEHOU SAL WORD OP 15 FEBRUARIE 2025 OM 10H00 OP PERSEEL BY EENHEID 32

1	Opening en verwelkoming	
2	Teenwoordig, verskonings en volmagte	
3	Vasstelling van kworum	
4	Notule van die vorige vergadering	
4.1	Sake uit die notule	
4.2	Regstellings	
4.3	Goedkeuring van die notule	
5	Voorsittersverslag	
5.1	Bespreking van Voorsittersverslag/ Punte uit verslag	
5.2	Goedkeuring van Voorsittersverslag	
6	Goedkeuring ban Bouregulasies	
7	Oudit verslag	
7.1	Bespreking	
7.2	Goedkeuring van verslag	
7.3	Vrae/sake uit ouditverslag	
8	Ontwikkelingsvoorstelle	
8.1	Hervestiging van bestaande toegangshek.	
8.2	Herstel van interne paaie in fases – hergruis	
8.3	Aanbring van gedrukte erfnommers. ± R2 000	
8.4	Aanbring van elevated walkway aan oostekant – tesame met uitsigdek. ± R 5 000	
8.5	Verwydering van buitetoilet en” flowerbox” by ingangshek. ± R1 000	
8.6	Verkoop van elektriese kaste . ± R 100 000	
8.7	Aanbring van vullishok by Konstruksiehek. ± R 2 500	
8.8	Vervanging van stukkende Konstruksiehek. ± R 4 100	
8.9	Aanbring van veiligheidshekke by Pompkamer om te dien as stoorplek. ± R 5 000	
8.10	Aanbring van toilet in Pompkamer vir gebruik deur Terreinwerker/s. ± R 5 000	
8.11	Herstel van Pompkamer se dak. ± R1 000	
8.12	Herstel van Windpomp en die aanbring van suipbak. ± R 20 000	

8.13	Aanbring van vullisdromme en Inligtingsbord by parkeerarea in die Oostelike Uitkykpunt. + R 500	
8.14	Aanplant van Inheemse bome op die Ontwikkeling. + R 10 000	
8.15	Oprig van Uilhuise en vlermuisskuilings op strategiese plekke op die Ontwikkeling. +R 2 500	
8.16	Verfraaiing van bestaande toegangshek-area ter versagting. + R 5 000	
8.17	Motorisering van waterwerke se hek vir toegangsbeheer / afkamp van pad tot teen waterwerke	
8.18	Sekuriteitskameras – aanbring van nog kameras op die terrein. + R 10 000	
8.19	Vestiging van beperkte wildspesies op noordelike deel van Ontwikkeling. + R 15 000	
8.20	Vestiging van 2 brandbane aan die suidekant van die Ontwikkeling vir beter brandbestuur. + R 10 000	
8.21	Onderhoud/snoei van bestaande Melkhoutbome.	
8.22	Instandhouding van die skouer van die pad langs teerpad.	
8.23	Begin met die herstel van die wildsheining aan die suidekant van die Ontwikkeling met die oog op die vestiging van wild in die nabye toekoms.	
9	Punte vir besprekings	
9.1	SARS – die vordering met die aangeleentheid.	
9.2	Aanstelling van Terreinwerker om alledaagse instandhouding te doen vs Aanstelling van kontrakteur.	
9.3	Aanstelling van span om indringerplante uit te roei.	
9.4	Aanstelling van ‘n Omgewingsbestuursbeampte om op ad-hoc basis insette te lewer.	
9.5	Ontwikkelingsargitek – fooie en tydsraamwerk.	
9.6	Skrywe aan prokureurs van mnr Joubert i.s die verkoop van die grond aan die suidekant.	
9.7	Heffingaanpassings vir onbeboude erwe- tydperk van 2 jaar grasie om te bou of hoër heffing te betaal.	
9.8	Skoonmaak van onbeboude erwe	
9.9	Sosiale media platform vir alle eienaars.	
9.10	Projekvoorstel vir toegang tot die rivier.	
9.11	Twee dienspunte vir die ontwikkeling.	
9.12	Aanstel van agentskap/konsultant om beplanning vir Ontwikkeling te doen	
9.13	Naamplaatjies by Flora langs wandelpaadjies – Universiteit Stellenbosch stel belang om van hulp te wees.	
9.14	Skakeling met Provinsiale Paaie vir die moontlike aanbring van inligtingsborde aan die begin van die Ontwikkeling langs die teerpad	
10	Goedkeuring van Begroting 2025/2026	
11	Verkiesing van Trusteas	
12	Afsluiting	

Date of notice: 24 Januarie 2025

ALL OWNERS
BOND HOLDERS

KENNISGEWING

GOURITZ RIVER ESTATE HUISEIENAARSVERENIGING

VOLMAG

Hiermee stel ek _____ as geregistreerde eienaar van

eenheid _____ van **GOURITZ RIVER ESTATE HEV** ontwikkeling vir _____

van **eenheid** _____ aan, of as alternatief **DIE VOORSITTER** van die vergadering as my

gevolmagtigde om namens my te stem by die **ALGEMENE JAARVERGADERING** wat op

15 FEBRUARIE 2025 om 10H00, gehou sal word of enige **verdaging** daarvan.

Geteken _____

KENNISGEWING / NOTIFICATION

GOURITZ RIVER ESTATE HUISEIENAARSVERENIGING

LEDE NOMINASIE

Hiermee, nomineer ek _____ as geregistreerde eienaar van eenheid _____ van **GOURITZ RIVER ESTATE HEV** die volgende persone as lede om verkies te word by die Algemene Jaarvergadering wat gehou sal word op **15 FEBRUARIE 2025 om 10H00**.

Nominasie

Aanvaarding

1. _____

2. _____

3. _____

4. _____

5. _____

Handtekening: _____

Hierdie nominasie moet die kantore van Status Mark bereik voor die begin van die vergadering, alternatiewelik word trustees verkies by die vergadering. This nomination must reach the offices of Status Mark before the start of the meeting, alternatively trustees will be elected at the meeting.

GENOMINEERDE MOET AANVAARDING TEKEN.

Minutes of Annual general Meeting of the Gouritz River Estate Homeowners Association held on 5 January 2024

1	OPENING AND WELCOMING – Ms E Akker	Mrs E Akker open the meeting with a prayer and welcome everybody in attendance. The attendance register was circulated and is attached to this Minutes. Two Homeowners, mr D Parsons and mr C du Preez joined via Teams. Mrs Tessa Brown from Status Mark Managing Agency was in attendance on request of the Chairman. The following apologies were received: 1. Mr V Oosthuizen 2. Mr P Milton 3. Mr and mrs Kotze
2.	APPROVAL OF AGENDA	The agenda was approved with the following additions: 1. Financial Statements 2022/2023 – dr Botha 2. Future developments on estate – dr Botha 3. High Court ruling – dr Botha
3.	REPORT OF THE CHAIRPERSON – Mr M du Plessis	The Chairperson reported on the past financial year and also gave a summary of future planning. The full report is attached for reference.
4.	NEW MATTERS: 4.1. DEVELOPMENTS IN ESTATE AND IN GOURITZ – Mr D Parsons 4.2. SALES UPDATE WITHIN ESTATE – Mr D Parsons 4.3 Financial Statements – dr Botha 4.4 Future developments on Estate – dr Botha 4.5 High Court Ruling – dr Botha	4.1 Mr Parsons' request must be taken up with the Local authority: mr Paul Louw, Manager of Planning, will be able to assist in this regard. 4.2 The info requested is addressed in the Chairman's report under point 7 (Overview on Developments) 4.3 The Financial Statements formed part of the Chairman's report. Unfortunately, only data until end of October is available. The financial statements will in future be send out to all homeowners in the notice of the AGM. 4.4 This agenda point was addressed in the Chairman's report under point 9 (2024 and beyond). 4.5 The Chairman undertook to send a copy of the High court ruling to dr Botha.
5	ADMINISTRATIVE DOCUMENTS TO BE APPROVED: 5.1. BUILDING REGULATIONS 5.2. ESTATE RULES	5.1 The heading is incorrect and should read: Architectural Guidelines. This was approved by the meeting and will be send to the Local Authority for their stamp of approval.



GOURITZ RIVER ESTATE

Private Nature Reserve

		5.2 After a concern on rule 13, an amendment was suggested and the House rules was approved by the meeting. This will also be sent to the Local authority for ratification.
	Proposals for consideration:	The following matters was put to the meeting for their consideration and input. 1. Chairman's report – approved: P Botha / F Oosthuizen 2. Budget 2024 – approved: E Akker / G Akker 3. Architectural guidelines – approved: G Akker / N Bezuidenhout 4. House Rules - approved after the amendment on leasing of homes: G Menderoi / E Akker 5. Managing Agency- Approval was given to appoint a new Agency to take the Development to a higher level and assist the Trustees in the running of the property: H Geldenhuys / M Sandenberg 6. Bank account: approval was given to the new Managing Agency to open a new bank account once the SARS-issue was resolved. All monies should henceforth be paid into that account. The Developments' money currently in the trust account of mr de Waal will also be paid over into this new account. T Prinsloo / N Bezuidenhout 7. SARS- approval was given that the SARS-issue be resolved and SARS be paid in full. The Managing Agency will be the driver of this. N Bezuidenhout / P Botha
6.	ELECTION OF TRUSTEES FOR 2024	All the trustees are available for re-election and the meeting proposed that they be regarded as re-elected with the inclusion of mr T Prinsloo. Mr P Milton will henceforth be regarded as a co-opted member with no voting rights
7.	Closure	The meeting closed at 12:00.

Chairman:

Date:

ANNUAL GENERAL
MEETING:
GOURITZ RIVER ESTATE
15 FEBRUARY 2025

MIAS DU PLESSIS

AGENDA PUNTE



1. Opening en verwelkoming
2. Verskonings
3. Proxy-houers
4. Notule van vorige vergadering
5. Voorsittersverslag
6. Goedkeuring van Bouregulasies
7. Ouditverslag
8. Ontwikkelingsvoorstelle
9. Besprekingspunte
10. Begroting 2025/2026
11. Verkiesing van Trustees
12. Afsluiting



South Africa, Esri, HERE, Garmin, Foursquare, METI/NASA, USGS

Chairman's report

- ▶ Welcome and thank you for attending, also those via ZOOM. Your attendance is recognized and valued.
- ▶ Thanks to all Trustees for assistance, advice and support. It is much appreciated.
- ▶ Trustees: Vanie Oosthuizen, Garetha Menderoi, Conrad du Prees, Dawie Botha, Lambert Strauss, Maans Sandenberg, Mias du Plessis.
- ▶ Architectural Committee: Surette Pieterse (Prof Architect) Danie Crafford (Prof Architectural Draftsman) Hannes Geldenhuys (Building Inspector-Hessequa) Mias du Plessis.
- ▶ A big Thank You to Status Mark who for the first year acted as Managing Agent for the Estate. Thanks for trying to resolve the growing pains and offering solutions.
- ▶ Thanks to the owners who were brave enough to invest in building a house on the Estate. I am confident that your investment will bear much fruit in a short period of time.
- ▶ Dankie aan Frikkie Oosthuizen vir baie werk wat gratis gedoen word - ongesiens. Dit word waardeer.
- ▶ Dankie aan Hannes vir sy moeite om die ontwikkeling aan die gang te hou. Jou raad en vernuwende denke het my taak makliker gemaak.

Chairman's report

- ▶ **Overview and developments:**
 - ▶ Completion of the Kotze-house.
 - ▶ Completion of the Zietsman-house.
 - ▶ Building has started on the Sandenberg-house.
 - ▶ Plans are in the final phase of approval for the Oosthuizen-house.
 - ▶ Viewing area was established on the Eastern side. Viewing deck is part of the 2025-planning.
 - ▶ Signage was put up to give the estate a more professional look.
 - ▶ Signage included the speed limitation and directions to the viewing spot.
 - ▶ The fire lane was cleared. An annual project.
 - ▶ The vegetation alongside the fence on this side of the development was sprayed to clear the fence on both sides. An annual project.

Chairman's report

- ▶ Estate's insurance is in place
- ▶ Road reserves were cleared and are maintained
- ▶ Removing of invasive plants - ongoing process. The way forward needs to be clarified.
- ▶ Chipping of dried wood waste was partially done. (A chipper is available to continue with this).
- ▶ SARS was paid in full.
- ▶ Accounts in arrear were handed over and the process of recovering the bad debt has born fruit.
- ▶ Process of recovering our money from SARS has started.
- ▶ Movement of bank to ABSA was done.
- ▶ For the first time in many years, we have audited bank statements - thanks to the Auditors for a job well done.
- ▶ Appointment of Cut-Above on an interim basis after mr Kannemeyer resigned as General Worker.
- ▶ Repairing of the perimeter fence - long overdue. The ongoing repairs on the fence will also be a standing item.
- ▶ Quarterly Trustee meetings - this is one of the challenges as the quorum is very high which resulted in many meetings not taking place due to a lack of members. The newly elected Trustees will have to make this work.

Chairman's report

- ▶ **The Future:**
 - ▶ Viewing deck to be completed and board walk erected.
 - ▶ Final Estate documents to be approved - Building regulations which is in line with Hessequa regulations.
 - ▶ Chipping of remaining wood waste to clear the sides of the roads.
 - ▶ Introducing game into this area - under the guidance of Dept of Environmental affairs.
 - ▶ Repairing the Windmill and building of a water trough for game and other animals.
 - ▶ Regraveling of the roads - this will most probably be done in two phases.
 - ▶ Clearing of all the remaining erven - this point has been on the agenda since the start of the newly elected Trustees.
 - ▶ Upgrading of the security in the Development - talks with a supplier has started unofficially.
 - ▶ The ultimate goal is to have a Nature Reserve where man and nature co-exist in harmony.
 - ▶ Other developmental proposals as stated on the Agenda

THANK YOU.

Chairman's report (2024) How did we do?

- ▶ 2024 and beyond:
- ▶ SARS- getting this sorted out
- ▶ Annual statements -same as above
- ▶ Completion of viewpoints/picnic areas
- ▶ Construction of elevated walkways
- ▶ Establishment of parking areas at both viewpoints/picnic areas
- ▶ Establishment of hiking trails on both areas of the development
- ▶ Repair of northern road (circle route)
- ▶ Re-establishment of entrance gate on proposed site- already in progress.
- ▶ Numbering of each erf - Title Deed numbers- development will be responsible for the expenses
- ▶ Clearing and identification of erf pegs of all erven (owners' responsibility)
- ▶ Managing agency will deal with owners not responding to correspondence re non-payment of levies over many years through their legal system
- ▶ Removal of vandalized electric substations and distribution boxes.
- ▶ Registering of all owners on gate system

STATUS MARK MANAGEMENT SERVICES

PO Box 567, Mossel Bay , 6500

Tel - 044 691 3054

GOURITZ RIVER ESTATE HOA

PROPOSED BUDGET 1 JANUARY 2025 - 31 DECEMBER 2026

30 UNITS

Description	2024 Annually	2024 ACTUAL	2025 Monthly	2025 Annually	2026 Monthly	2026 Annually
INCOME						
Levies (Admin)	156,320.00	156,319.17	18,068.75	216,825.00	19,197.83	230,374.00
Levies (Special)		-		-		-
Reed sales		8,500.00		-		-
Water Recovery		354.52		-		-
Legal Fess Recovered		13,665.30		-		-
Interest		4,192.18		-		-
TOTAL	156,320.00	183,031.17	18,068.75	216,825.00	19,197.83	230,374.00
EXPENSES						
1 Accounting	8,000.00	-	741.00	8,892.00	795.00	9,540.00
2 Bank charges	4,000.00	1,484.45	132.08	1,585.00	138.33	1,660.00
3 General worker & Garden Services	32,000.00	36,223.82	2,916.67	35,000.00	3,150.00	37,800.00
4 Insurance	10,000.00	8,193.05	1,815.00	21,780.00	1,962.50	23,550.00
5 Maintenance	58,000.00	61,202.35	5,000.00	60,000.00	5,250.00	63,000.00
6 Management fees	36,000.00	37,950.00	3,657.00	43,884.00	3,880.00	46,560.00
7 Municipal rates	4,000.00	6,596.58	586.00	7,032.00	615.00	7,380.00
8 Municipality - WATER	-	31,578.19	2,763.00	33,156.00	2,912.00	34,944.00
9 South Cape Fire	4,320.00	5,134.48	458.00	5,496.00	495.00	5,940.00
10 Legal Fees	-	12,026.55	-	-	-	-
11 Professional Fees	-	5,495.00	-	-	-	-
TOTAAL	156,320.00	205,884.47	18,068.75	216,825.00	19,197.83	230,374.00
Reserve Contribution			2,000.00	24,000.00	2,130.00	25,560.00
			With Reserve	Without Reserve	With Reserve	Without Reserve
Monthly Levy	R434.22		R602.29	R602.29	R639.93	R639.93
CSOS Levy	R0.00		R2.05	R2.05	R2.80	R2.80
Reserve Levy	R0.00		R66.67		R71.00	
Total Monthly Levy	R434.22		R671.00	R604.34	R713.73	R642.73
Just Admin			38.71%		6.25%	
Admin + Reserve			54.06%		6.27%	
Admin + Reserve if Reserve only starts from 2026					18.04%	

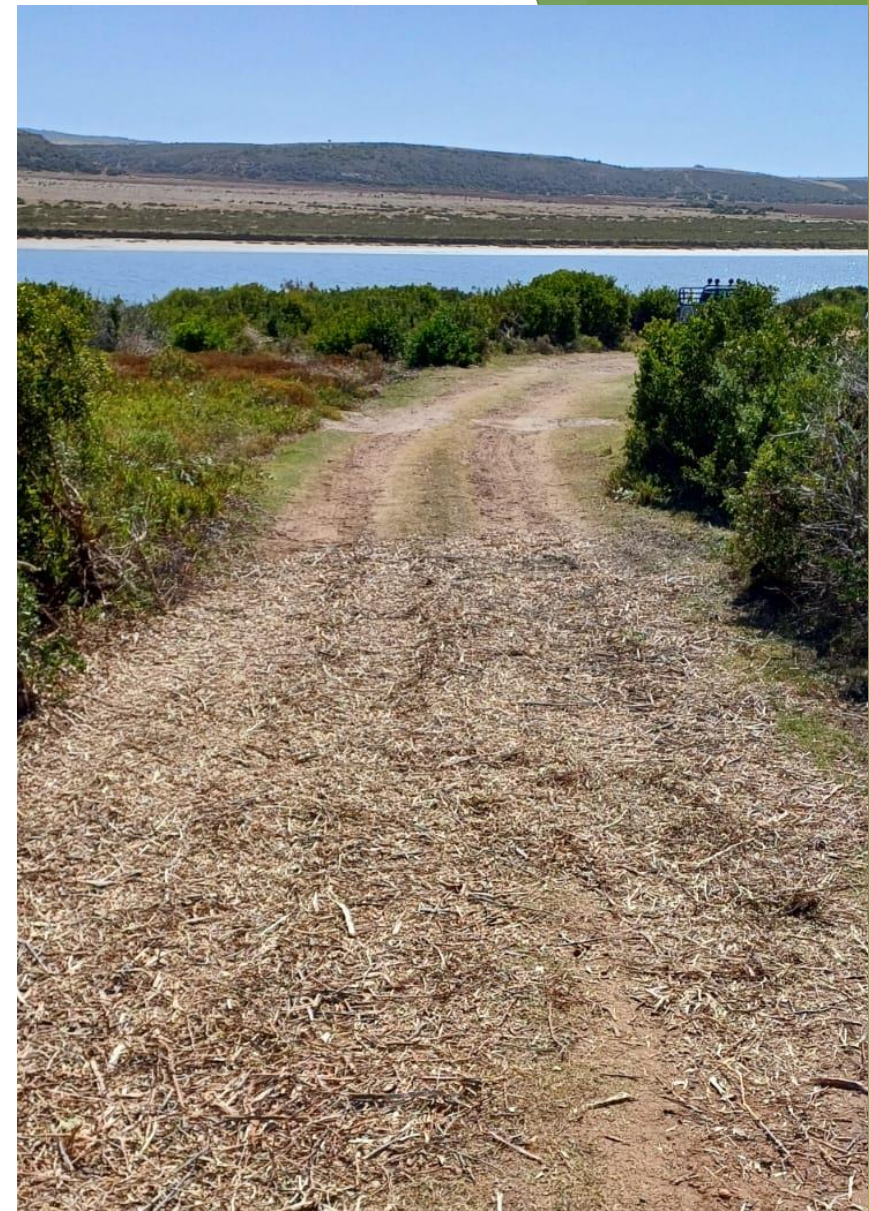












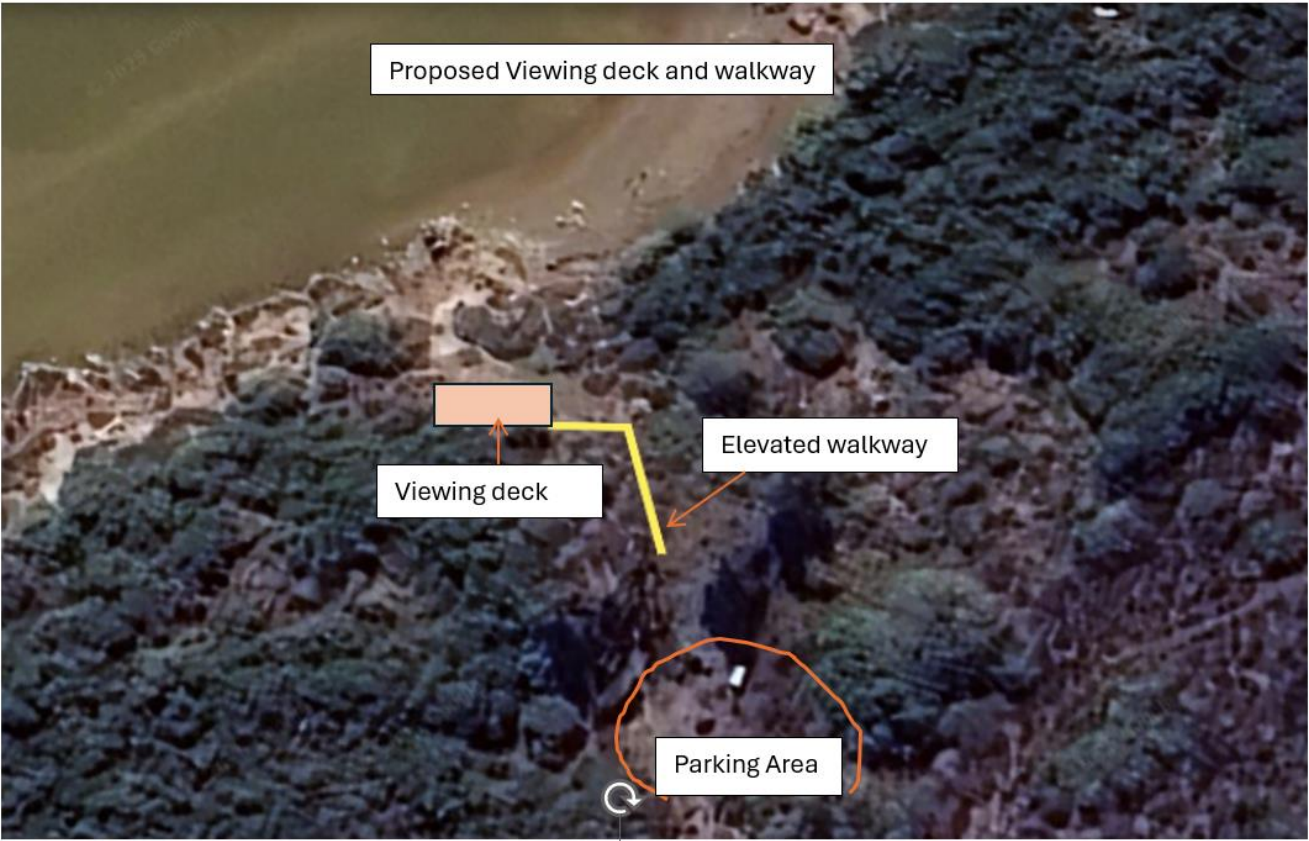


Proposed Trials Northern Area



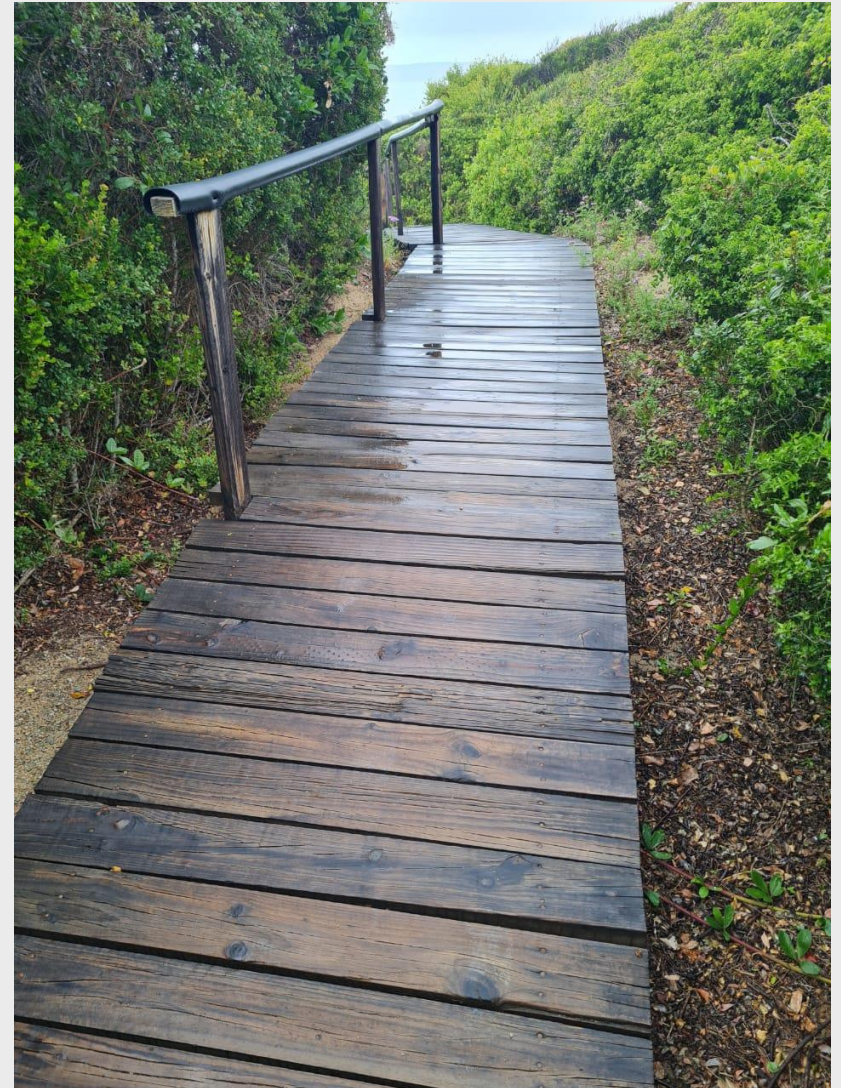
Proposed firebreaks and Trials Southern area







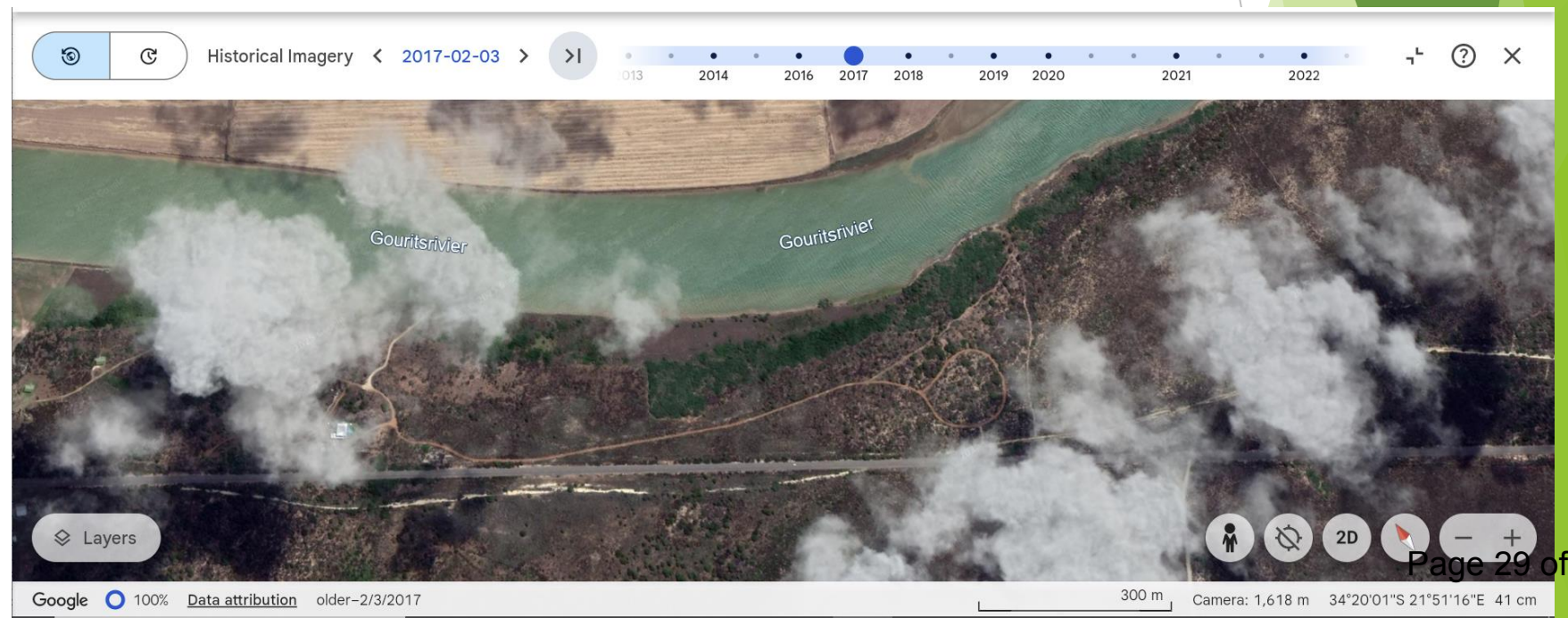
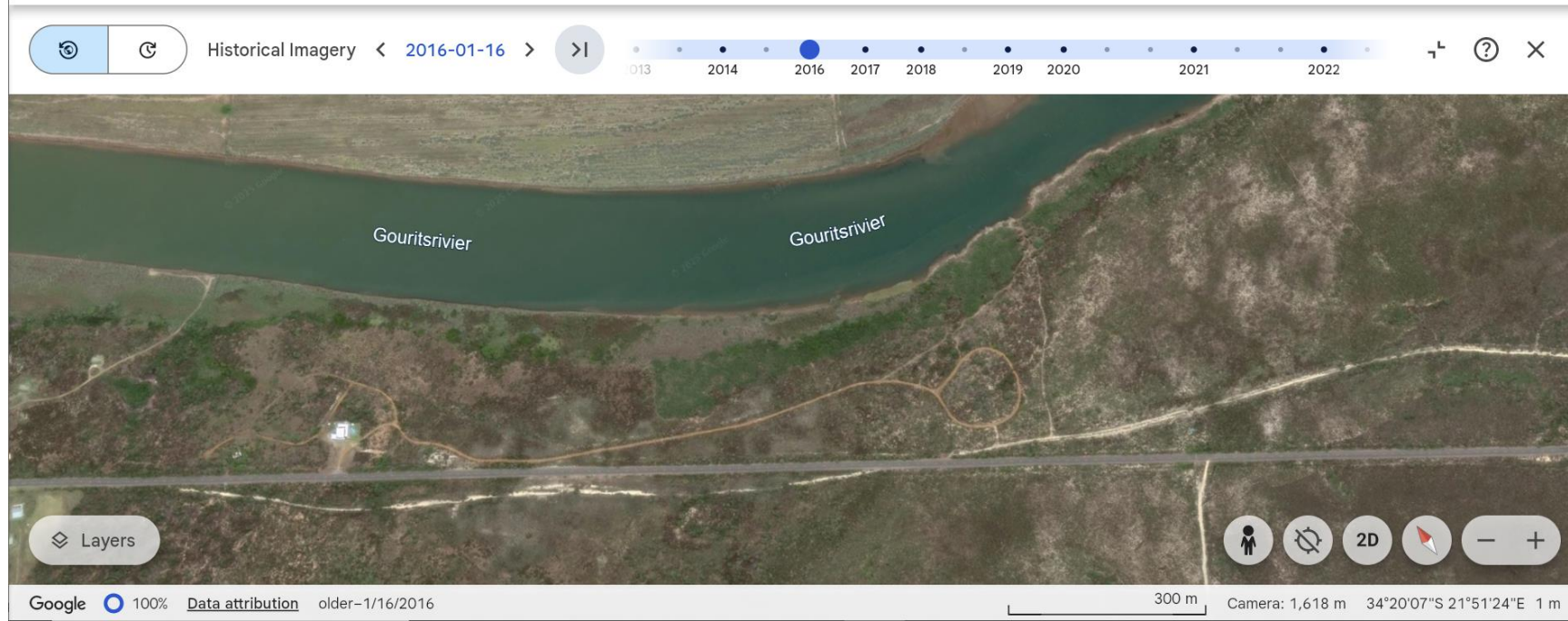
Idea of the Viewing deck and elevated walkway



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THANK YOU FOR
CONTRIBUTING IN SAVING
THIS PIECE OF PARADISE!

BUILDING RULES AND REGULATIONS

Revised: 12/09/2023

1. Definitions

In these BUILDING RULES, the following words and expressions bear the corresponding meanings ascribed to them, unless the context indicates otherwise:

- i. **AESTHETIC COMMITTEE** means the committee appointed to oversee the implementation of the architectural guidelines prescribed in the GUIDE.
- ii. **ARCHITECT** means the person appointed by the HOMEOWNER as his architect and includes his partners, directors or associates.
- iii. **BUILDING COMMITTEE** means the committee established and represented by the TRUSTEES to monitor the BUILDING CONTRACTORS and building activity.
- iv. **BUILDING CONTRACTOR** means a building contractor appointed by a HOMEOWNER for the construction of BUILDING WORK.
- v. **BUILDING RULES** means the building rules and regulations contained in this document, including all annexures hereto, as amended from time to time, which rules and regulations shall regulate and govern all BUILDING WORK on the DEVELOPMENT and must be signed by the HOMEOWNER, the BUILDING CONTRACTOR and the HOA before the commencement of any BUILDING WORK on the ERF on behalf of the HOMEOWNER.
- vi. **BUILDING PERIOD** means the period of time that the BUILDING CONTRACTOR will be conducting the BUILDING WORK on the ERF. The BUILDING PERIOD will be calculated in whole calendar months by the HOA and the BUILDING CONTRACTOR. The BUILDING PERIOD ends when a OCCUPATION CERTIFICATE has been issued.
- vii. **BUILDING PROJECT** means the entire process of undertaking and completing BUILDINGWORK on an ERF.
- viii. **BUILDING WORK** means any structure of whatever nature to be erected or constructed on the ERF as well as any form of landscaping.
- ix. **COMMON AREAS** means land registered in the name of the HOA and which does not form part of any HOMEOWNERS' property. COMMON AREAS also include all internal services and infrastructure, the roads as well as water, sewerage and electricity systems.
- x. **COMPLETION CERTIFICATE** means the certificate issued by the HOA when all defects on the work completion list together with those occurring after the issue of the certificate of practical completion have been completed.
- xi. **CONSTITUTION** means the constitution of the HOA, as amended from time to time.
- xii. **CONTROLLING ARCHITECT** means an architect as nominated and appointed by the HOA from time to time for the purpose of ensuring that all BUILDING WORKS are done according to the GUIDE.
- xiii. **DEPOSIT** means the deposit payable by the BUILDING CONTRACTOR to the HOA as set out more fully in the Architectural Guidelines.
- xiv. **DEVELOPMENT** means the residential developments known as the Gouritz River Estate

- xv. **ERF** means any Erf in the DEVELOPMENT.
- xvi. **ERF NUMBER** means such number as registered in the deeds office as used by the DEVELOPER as well as the Surveyor General to indicate an ERF. The ERF NUMBER will be indicated as SG xxx.
- xvii. **ESTATE RULES** mean the rules and regulations as set out by the TRUSTEES for the better management of the DEVELOPMENT, as amended from time to time.
- xviii. **EXPERT** means a person or company who has been duly appointed by the HOA to make a binding decision in matters that would otherwise be referred to arbitration.
- xix. **FINES** means any fine issued in writing for transgression of ESTATE RULES at the discretion of the HOA.
- xx. **GUIDE** means the Gouritz River Estate Architectural Guidelines prepared for and applicable to the DEVELOPMENT and includes all/any amendments made thereto from time to time.
- xxi. **HOA** means the Gouritz River Estate Homeowners' Association.
- xxii. **HOMEOWNER** means the registered owner of an ERF.
- xxiii. **LOCAL AUTHORITY** means the Local Authority having jurisdiction over the DEVELOPMENT which, at date of approval of the DEVELOPMENT, is the Hessequa Municipality.
- xxiv. **NHBRC** means the National Home Builders Registration Council of which every BUILDING CONTRACTOR has to be a member and by virtue of memberships has to abide by certain standards as set out by the NHBRC.
- xxv. **OCCUPATION CERTIFICATE** means the certificate issued by the HOA once the BUILDING CONTRACTOR has achieved practical completion and is compliant with the following:
1. Practical completion certificate and the practical completion list of defects/ snags have been completed.
 2. Occupation Certificate issued by the LOCAL AUTHORITY.
 3. Completion Certificate issued by the CONTROLLING ARCHITECT confirming that all BUILDING WORK has been completed in accordance with the approved plans and guidelines.
 4. Subject to that there are no open pending NHBRC non-compliances or pending HOA compliances for this project.
 5. All fees due by the HOMEOWNER has been paid and the HOA are satisfied that the BUILDING PROJECT has been completed.
- xxvi. **TRUSTEES** means the member Trustees of the HOA, collectively from time to time and includes alternate and co-opted Trustees.
- xl. **VEHICLE** means any form of conveyance, whether self-propelled or drawn by machine, animal or otherwise.

2. Interpretation

Should a discrepancy exist between these BUILDING RULES and the CONSTITUTION and/or the ESTATE RULES, the order of preference shall be (1) the CONSTITUTION, (2) the ESTATE RULES and (3) these BUILDING RULES.

The clause headings are for convenience and shall be disregarded in construing this document.

Unless the context clearly indicates a contrary intention:

- i. The singular shall include the plural and vice versa; and
- ii. A reference to any one gender shall include the other gender; and
- iii. A reference to natural persons includes legal persons and vice versa.

Words and expressions defined in any sub-clause shall, for the purpose of the clause to which that sub-clause form part and in subsequent clauses, unless inconsistent with the context, bear the meaning assigned to such words and expressions in such sub-clause.

When any number of days is prescribed in this document, the 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 day shall be the next succeeding business day. Where figures are referred to in words and in numerals, if there is any conflict between the two, the words shall prevail.

If any provision of these BUILDING RULES is in conflict or inconsistent with any Law, the invalidity of any such provision shall not affect the validity of the remainder of the provisions hereof.

If any provision in a definition in this document is a substantive provision conferring rights or imposing obligations on any of the parties hereto then, notwithstanding that it is only in the definition clause of this document, effect shall be given to it as if it were a substantive provision in the body of this document.

3. Recordal

The HOMEOWNER desires to effect BUILDING WORK to the ERF.

The HOMEOWNER has appointed the BUILDING CONTRACTOR for the construction / erection of the BUILDING WORK on the ERF.

The HOMEOWNER has appointed the ARCHITECT as his architect for the design of the BUILDING WORK on the ERF.

The HOA wishes to ensure that the construction / erection of the BUILDING WORK is undertaken so as to cause the least possible damage to the infrastructure of the DEVELOPMENT and that, where such damage occurs, provision is made for reinstatement, and also to ensure that such construction / erection is undertaken with due consideration to environmental and other factors so as not to cause any inconvenience to other HOMEOWNERS within the DEVELOPMENT or cause damage to the DEVELOPMENT, and generally to ensure that such BUILDING WORK is undertaken in an orderly and harmonious manner, all of which the HOMEOWNER, BUILDING CONTRACTOR, ARCHITECT and **AESTHETIC COMMITTEE** confirm to be in the interest of the DEVELOPMENT.

To attain the aforesaid objectives, the HOMEOWNER and BUILDING CONTRACTOR bind themselves jointly and severally in favour of the HOA for the fulfilment of the obligations contained herein.

4. Site Representative / Site Foreman

The BUILDING CONTRACTOR is required to ensure that a responsible person is on site at all times to control and oversee all building activities.

Such a person must be available on site at all times during building hours to receive and sign for deliveries and estate documentation including fines. If nobody is available to sign for such documentation, it will be noted as 'no foreman on site'.

5. Fines & Payments

The HOA will impose various warnings and FINES for various transgressions. FINES need to be settled within 14 days after date of fine.

The HOA will e-mail the **HOMEOWNER'S** a monthly statement which will include all fees due for the current month, as well as the water consumption bill for the previous month, after which the account will be debited.

The monthly statement will be e-mailed to the **HOMEOWNER'S** registered e-mail address.

Failed payment of fines will result in access to the DEVELOPMENT being denied to the BUILDING CONTRACTOR, and to all subcontractors and delivery VEHICLES acting on his instructions until such account is fully settled.

6. Pegs

It is the HOMEOWNER'S responsibility to make sure that all pegs required for BUILDING WORK are correctly placed by engaging the services of a registered land surveyor.

7. Architectural Guidelines

The BUILDING CONTRACTOR undertakes that throughout the construction / erection of the BUILDING WORK he will not deviate from the stamped and approved plans by the AESTHETIC COMMITTEE

7.1 No Deviation

The HOMEOWNER and the BUILDING CONTRACTOR acknowledge that the HOA shall be entitled to enforce compliance with the GUIDE as well as the ESTATE RULES and any other instructions / regulations issued in terms thereof or in terms of the CONSTITUTION with regard to the construction / erection of the BUILDING WORK.

The BUILDING CONTRACTOR shall, in respect of the BUILDING WORK, at all times work strictly in accordance with the provisions of the approved plans or approved variations thereof as submitted and approved in terms of the GUIDE and by the LOCAL AUTHORITY. The BUILDING CONTRACTOR shall in no way deviate therefrom.

It is the BUILDING CONTRACTOR's responsibility to provide the AESTHETIC COMMITTEE in due time with any structural or aesthetic deviations requests. A set of rider plans needs to be submitted, subject to a reduced plan scrutiny fee. The approval of any such rider plans shall be at the discretion of the AESTHETIC COMMITTEE, and the BUILDING CONTRACTOR / HOMEOWNER shall have no automatic right to approval of such plans.

7.2 Availability of Plans

Prior to and during construction / erection of the BUILDING WORK, the BUILDING CONTRACTOR shall ensure that a copy of the approved plans in respect of the BUILDING WORK as approved in terms of the GUIDE is on site and available at all times to the BUILDING CONTRACTOR'S employees, as well as being available for inspection by the HOA or its duly appointed agent during all working hours.

8. Building Contractor's Board

A site board for the BUILDING CONTRACTOR will be ordered by the HOA, the cost of which will be for the BUILDING CONTRACTOR'S account as indicated in **ANNEXURE A. (If applicable)**

The BUILDING CONTRACTOR or subcontractors shall not erect any other signage on the ERF.

9. Environment

The BUILDING CONTRACTOR acknowledges that the DEVELOPMENT contains a river and indigenous vegetation which is highly sensitive to pollution and contamination from groundwater and run-off water. The BUILDING CONTRACTOR shall ensure that special care is taken in its handling, disposal and cleaning-up operations with particular note to paint, tile grout, tile adhesive, cement and rhino lite, chemicals, oil and fuel, etc.

The work undertaken by the BUILDING CONTRACTOR shall in no way cause damage to any portion of the DEVELOPMENT and shall not cause any inconvenience or nuisance to the HOMEOWNERS.

Dust resulting from or occasioned by construction / erection of BUILDING WORK must be effectively controlled so that no interference is caused to activities on the DEVELOPMENT or any inconvenience.

10. Access Control

The BUILDING CONTRACTOR shall only use designated access assigned by the HOA for the purpose of its work and delivery of materials, equipment and workers.

Where it is necessary to gain access across any roadway in the DEVELOPMENT, or to travel on any portion of a roadway in the DEVELOPMENT, VEHICLES are restricted to 6 (SIX) cubic meters capacity with a maximum of three axles.

Vehicles with mechanical legs on trailers must use protection for possible road surface damage.

The HOA shall at any time be entitled to impose controls with regard to access to the DEVELOPMENT and to introduce such security measures as it considers to be necessary as a result of which the HOA shall be entitled to deny access to the DEVELOPMENT to the BUILDING CONTRACTOR, its employees

or sub-contractors, should the HOA consider the said persons to be in breach of such controls or security measures, in which event the HOMEOWNER shall have no claim against the HOA arising there from.

The HOA is required to give notice to the BUILDING CONTRACTOR and HOMEOWNER of any access control measures implemented.

The BUILDING CONTRACTOR'S personnel must be transported by VEHICLE to the relevant ERF and will not be allowed to walk from one area to another.

Failure to comply with any stipulations of the HOA will lead to access to the DEVELOPMENT being denied.

11. Traffic Controls

For security and safety reasons the speed limit on the Estate for all BUILDING CONTRACTOR'S VEHICLES is 40 km/h.

No contractors, sub-contractors, employees and / or delivery VEHICLES entering the estate will be allowed to be overloaded with personnel or material. No personnel will be allowed to hang on to any moving VEHICLE or other equipment.

The BUILDING CONTRACTOR is responsible for all his employees, sub-contractors and delivery VEHICLES to ensure adherence to these rules.

It must be ensured that no traffic is obstructed by VEHICLES parked in the road.

12. Roads, Neighbouring Erfs and Verges

The BUILDING CONTRACTOR shall ensure that the road in front of the building site is at all times swept clean. This minimises damage to and ensures longevity of the road surface.

The BUILDING CONTRACTOR shall ensure that any diesel and / or oil spillage caused by any construction or delivery VEHICLE on the road in front of the building site shall immediately be cleaned.

Building material shall be stored on the ERF.

13. Deliveries

All delivery VEHICLES shall leave the DEVELOPMENT immediately once the delivery is completed. Delivery vehicles will use the Construction gate to gain entrance to the Estate.

All delivery VEHICLES shall be fully informed as to the ERF NUMBER. Delivery VEHICLES not informed of the ERF NUMBER will be denied access.

Deliveries shall be affected only during the allowed construction hours recorded herein.

Any VEHICLES spotted with oil leakage will be denied entry.

Any diesel and / or oil spillage caused by any construction or delivery VEHICLE on any paved roadway or sidewalk shall immediately be cleaned by the BUILDING CONTRACTOR.

The mixing of building materials must occur within the confines of the ERF. If any spillage of building material occurs on any roadway or sidewalk in the DEVELOPMENT the BUILDING CONTRACTOR is responsible for ensuring that such spillage is immediately cleaned.

No VEHICLES larger than double diff and no articulated trucks will be allowed to enter the estate.

The delivery of concrete has the potential of causing the most damage to the road surfacing and vegetation. It is therefore important that these deliveries be handled in a particular way. The following rules relate specifically to the concrete deliveries:

It is the responsibility of the BUILDING CONTRACTOR to inform the suppliers of concrete of the existing rules regarding concrete deliveries and the exact address to insure access.

Drivers found contravening the code of conduct and existing regulations will be escorted off the DEVELOPMENT and refused re-entry.

The repairs of any damage incurred by concrete trucks will be for the account of the BUILDING CONTRACTOR.

The washing-off of concrete delivery VEHICLES must take place within the confines of the building site and spillage and runoff contained within this site. Under no circumstances may concrete be spilt onto the road surface and the contractor will be held responsible for the repair to the road if it occurs.

14. Control of Labour

Throughout the construction / erection of the BUILDING WORK the BUILDING CONTRACTOR is responsible for the discipline and control of his employees and / or sub-contractors and is responsible for any damage caused to any part of the DEVELOPMENT by any supplier of materials or any other person instructed by or employed by the BUILDING CONTRACTOR and / or sub-contractors in respect of the work undertaken on the ERF.

If, when the construction / erection of the BUILDING WORK occurs, there are existing dwellings on adjacent immovable properties, the BUILDING CONTRACTOR shall make every endeavor to respect the privacy of the residents of such dwellings and generally cause the least inconvenience to such persons.

No night watchman will be allowed on the ERF at any time during the construction / erection of BUILDING WORK and no person shall be permitted on the ERF outside the permitted building activity hours. The BUILDING CONTRACTOR shall be responsible for the policing of this regulation.

The BUILDING CONTRACTOR is to ensure that all employees are confined to the ERF. At no time will they be allowed to leave the ERF during breaks etc.

Vehicles are confined to the specific ERF where contractors are at work. Where no parking space is available VEHICLES will be parked in such a way that it does not cause any obstacle to other road users. Vehicles will not be allowed to be parked on open spaces of the DEVELOPMENT.

15. Building Hours

No building activity shall be allowed on Saturdays, Sundays or public holidays.

Building activity on the ERF shall be confined to weekdays and only between 07h00 and 18h00.

No construction work will be permitted for three weeks from around the 16th of December. The actual dates are to be confirmed annually according to the yearly calendar.

16. Health & Safety - discretion of the Homeowner

Site handover documentation. The health and safety officer appointed and employed by the HOMEOWNER will be deemed responsible for regular site visits regarding to the conformance of the health and safety act.

The BUILDING CONTRACTOR, completing this form, agrees to:

- i. Bear full responsibility for ensuring that the provisions of the Occupational Health and Safety Act, Act 85/1993 (OHS Act) and its Regulations, as amended, are implemented in respect of the areas designated for BUILDING WORKS.
- ii. Explicitly undertake to ensure compliance with all Safety, Health and Environmental legal requirements.
- iii. Ensure an updated and complete Safety Plan and File with a site and task specific Risk Assessment shall always be available on the premises where any BUILDING WORKS are conducted.
- iv. Ensure a supervisor and/or an assistant supervisor shall at all times be available and present on the premises whilst BUILDING WORKS are in progress.
- v. Ensure a Fall Protection Plan is communicated, implemented and available on site and that all employees shall adhere to it at all times.
- vi. Ensure that a valid Letter of Good Standing is available on site.
- vii. Fully & completely indemnify the HOA, including the respective employers, directors, trustees or agents, and holds such entities and persons harmless against all claims or demands of whatsoever nature in respect of any injury, death, loss, damages, or costs incurred by the BUILDING CONTRACTOR or any of its employees, agents, invitees and contractors at any time during the BUILDING PROJECT.

17.Site Neatness

The BUILDING CONTRACTOR will be required to screen off the ERF with a 1,8m high green or black builders shade netting screen (minimum requirement is a density of 75%), with one entrance delivery gate that shall be secured after hours.

All poles must be kept spirit level straight and netting must be tight.

A cross beam must be installed at the top of every span of netting between two poles.

Netting must be erected before commencement of any BUILDING WORK on the ERF.

Poles must be equidistant and planted deeply enough to prevent sagging even during strong wind conditions. Nets are to be kept neat and tight for the duration of the project. If netting has to be removed for whatever reason, permission must be obtained in writing from the HOA and a date must be set for the replacing of netting. Support for poles may not be installed towards the outside of the netting.

Netting may be removed (with written permission from the HOA) for the building of boundary walls. Plastering and painting must be completed within two weeks, or as agreed in writing, and netting must be replaced in all areas where the boundary walls are less than 1.8-meter-high if the project is not yet completed.

If see-through palisades are erected before completion of the rest of the BUILDING WORK, then netting must be replaced on the inside to keep screening the site.

FINES will be issued in the sole discretion of the HOA and if faults are not remedied, FINES may be repeated within seven days.

18. Water Meters

A water meter is installed on all erf's. The BUILDING CONTRACTOR shall at all times ensure that the ERF water meter is protected, accessible for readings and to ensure that it stays in a working condition, may not be tampered with or moved.

19. Excavations & Rubble

All refuse must be collected daily and placed in closable bins and removed from the DEVELOPMENT weekly by the BUILDING CONTRACTOR at the BUILDING CONTRACTOR'S cost. Without detracting from the generality of the above mentioned, the BUILDING CONTRACTOR specifically acknowledges that all empty cement bags, plastic and other loose material must be removed from the DEVELOPMENT so as not to contaminate the DEVELOPMENT.

The BUILDING CONTRACTOR shall ensure that all building rubble is removed on a weekly basis or as otherwise required by the HOA.

Material from excavations must be removed from the DEVELOPMENT by the BUILDING CONTRACTOR.

The BUILDING CONTRACTOR shall generally ensure that the ERF is kept neat at all times and free of litter or other unsightly waste.

If the BUILDING CONTRACTOR fails to keep the ERF in an acceptably tidy state or fails to have the rubble removed, then the HOA shall, without prejudice to its other rights, have the right to clean the site and / or remove the rubble whereof the costs shall be for the account of the BUILDING CONTRACTOR.

Under no circumstances will the dumping of any building material or rubble be permitted on any portion of the DEVELOPMENT, or any surrounding area and the BUILDING CONTRACTOR is required to make his own arrangements for disposing of materials at a spoil site away from the DEVELOPMENT.

Throughout the construction / erection of the BUILDING WORK, effective dust control measures must be implemented by the BUILDING CONTRACTOR

All activities relating to the BUILDING WORK must be confined to within the ERF boundary where construction is taking place. This relates to location of staff, placing of storage bins etc.

Washing of VEHICLES and equipment will not be allowed on the DEVELOPMENT and must be carried out elsewhere.

No fires will be allowed on any part of the DEVELOPMENT. Fire extinguishers are required to be on the building site at all times and need to be monitored by the health and safety officer appointed by the BUILDING CONTRACTOR.

Neat waste bins or waste camps must be available on the building site for all rubbish.

20. Containers

BUILDING CONTRACTORS are allowed two containers on the ERF, one for storage and one as a site office, subject to the following rules:

The container:

- Must be locked from the outside during the night.
- Must be removed from the ERF before the OCCUPATION CERTIFICATE is issued.
- Must be on the Erf where BUILDING WORK are being done.

- Nobody will be allowed to sleep in the container.

The DEVELOPMENT must be indemnified against all risk of insurance, fire, theft etc. relating to the Container.

No building materials may be stored against the container.

A neat shed or shack will be allowed provided it is covered with neat, tight shade netting. This will replace the option of a second container.

21. Services

24.1. Water

All water used by the contractor will be metered and the contractor will be billed for such water consumption on a monthly basis, payable by monthly debit order. No other water connections may be made except such as are made by the HOA.

Under no circumstances may the BUILDING CONTRACTOR interfere with any water supply to the DEVELOPMENT. Damage and repair to any water supply on the DEVELOPMENT will be for the BUILDING CONTRACTOR'S account. Any damage caused to main water supplies should be reported immediately by the site representative to the BCO to prevent unnecessary water loss and allow the HOA to promptly rectify the problem as well as notify neighboring residents. Failing in notifying the BCO will result in a higher FINE issued by his sole discretion.

24.2. Latrine Facilities

Prior to commencement of the construction / erection of the BUILDING WORK and throughout the duration of the work, the BUILDING CONTRACTOR shall provide a suitable and properly operational chemical toilet on the ERF and shall ensure that such facility is at all times maintained in a clean, hygienic and neat condition. A chemical toilet is a toilet in which a chemical process takes place where the solids are dissolved so that the fluid can and must be pumped out regularly. Under no circumstances are removable buckets allowed.

Any worker, employee, sub-contractor(s) or invitee of the BUILDING CONTRACTOR found relieving himself in any area other than the supplied toilet will be fined.

It is the BUILDING CONTRACTOR'S responsibility to ensure that the latrine structure is maintained to a respectable and acceptable standard and is kept and maintained in a clean and hygienic condition.

22. Vegetation

The BUILDING CONTRACTOR shall ensure that the construction / erection of the BUILDING WORK in no way causes damage to vegetation on the DEVELOPMENT and he shall take steps to protect such vegetation where necessary.

Should the BUILDING CONTRACTOR cause any such damage, the BUILDING CONTRACTOR shall be liable for costs to remedy such damage.

The BUILDING CONTRACTOR will be responsible for any damage caused to COMMON AREAS in the immediate surrounds of the ERF to an extent to be determined by the HOA in its sole and absolute discretion.

23. Certificates



Once the BUILDING CONTRACTOR has achieved practical completion, he/she must request an occupation certificate inspection from the CONTROLLING ARCHITECT'S office.

The CONTROLLING ARCHITECT will inspect the BUILDING WORK and, provided that this is in accordance with the approved plans, he will inform the Local Authority's BCO who will then do their inspection according to the Scheme Regulations of Hessequa Municipality and any other applicable Law.

Building penalties will be imposed on Residents who fail to obtain an Occupation Certificate within 12 months after building commencement date.

24. Declarations

The HOMEOWNER and the BUILDING CONTRACTOR undertake to co-operate fully with the HOA, and AESTHETICS COMMITTEE, to ensure that the spirit and intent of these BUILDING RULES are complied with.

The HOMEOWNER and BUILDING CONTRACTOR confirm that they have read and understand these BUILDING RULES, the CONSTITUTION and the ESTATE RULES and agree to be bound by and to adhere to the provisions of these documents. The HOMEOWNER and BUILDING CONTRACTOR acknowledge that these documents are subject to change from time to time.

The HOMEOWNER acknowledges that he has employed the BUILDING CONTRACTOR and ARCHITECT and is responsible to ensure compliance by such persons with the CONSTITUTION, THE ESTATE RULES, these BUILDING RULES as well as the GUIDE and any further rules made in terms of the foregoing from time to time.

The BUILDING CONTRACTOR acknowledges and accepts responsibility for all employees, workers, agents, subcontractors, and invitees to the DEVELOPMENT and shall ensure that all such persons adhere to these BUILDING RULES, the CONSTITUTION and the ESTATE RULES at all times.

The BUILDING CONTRACTOR acknowledges that it is responsible for payment of the DEPOSIT and the fees and levies set out in **ANNEXURE A** and all FINES imposed on it from time to time and undertakes to make timeous payments of all such amounts.

25. Project Detail

- SURVEYOR GENERAL NUMBER: SG NR: 450/.....
- VALUE OF BUILDING WORK/IMPROVEMENTS: R.....
- TOTAL BUILDING AREA IN SQUARE METERSm²
- COMMENCEMENT DATE:
- ANTICIPATED COMPLETION DATE:
- ANTICIPATED BUILDING PERIOD:

26. Agreement

Signed at on this the _____ day of _____ 20____

BUILDING CONTRACTOR



GOURITZ RIVER ESTATE
Private Nature Reserve



AS WITNESSES:

1.		
2.		who warrants that he is duly authorized thereto
Name of Signatory:		
Capacity of Signatory:		

Signed at _____ on this the _____ day of 20__

CLIENT/HOMEOWNER

AS WITNESSES:

1.		
2.		who warrants that he is duly authorized thereto
Name of Signatory:		
Capacity of Signatory:		

Signed at _____ on this the ____ day of 20____

HOA/Managing Agency

AS WITNESSES:

1.		
2.		who warrants that he is duly authorised thereto
Name of Signatory:		
Capacity of Signatory:		

27.Detailed Information

30.1. The Building Contractor

Registered Name:					
Trading Name:					
Registration No:					
VAT Reg. No:					
Income Tax No (if not VAT registered):					
Type of Business	Limited		(Pty) Ltd		CC
	Partnership		Sole Proprietorship		Private Individual
Physical Address of Trading Business (Domicilia citandi et executandi)					
Building:					
Street:					
City:					
Postal Address:					
Building:					
Street/PO Box:					
City:					
			Postcode:		
Contact Details: (include the area code)					
	Company Representative		Accounts		
Name:					
Fax:					
Telephone:					
Cellular:					
E-mail:					
Banking Details:					
Account Holder:					
Bank Name:					
Branch:					
Account No:					
Telephone No:					
Years at Bank		(If less than 5 years, list previous bank below, and reason for change in bank)			
	Reason:				
Directors/Owners: (Please indicate name and residential address of majority directors/owners)					

Surname:	
First Name:	
Identity Number	
Address	
Town:	
City:	
Home Tel No:	
Shareholding (%)	
Surname:	
First Name:	
Identity No:	
Address:	
Town:	
City:	
Home Tel No:	
Shareholding (%)	

The HOA

Registered Name: Gouritz River Homeowners Association

Physical Address (Domicilia citandi et executandi):

Postal Address:

VAT Number:

Accounts:

Bank Details: Standard Bank of South Africa
Account Holder: Account
Number:
Branch Code:

The Home Owners Association of Gouritz River Estate

Annual Financial Statements

For the year ended 31 December 2024

THE HOME OWNERS ASSOCIATION OF GOURITZ RIVER ESTATE

Annual Financial Statements for the year ended 31 December 2024

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The reports and statements set out below comprise the annual financial statements presented by the Trustees to the section owners:

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THE HOME OWNERS ASSOCIATION OF GOURITZ RIVER ESTATE

Annual Financial Statements for the year ended 31 December 2024

GENERAL INFORMATION

COUNTRY OF INCORPORATION AND DOMICILE	South Africa
NATURE OF BUSINESS AND PRINCIPAL ACTIVITIES	The home owners association to manage the shared property of the owners of the association.
TRUSTEES	C. du Preez D. Botha G. Menderoi L. Strauss M. du Plessis (Chairperson) M. Sandenberg V. Oosthuizen
REGISTERED OFFICE	Bardenhorst Straat 3 Riversdal 6770
BUSINESS ADDRESS	Bardenhorst Straat 3 Riversdal 6770
INDEPENDENT AUDITORS	RAiN Chartered Accountants (Mossel Bay) Incorporated La Casa Centre 8 219 Flora Road Dana Bay 6510
MANAGING AGENTS	Prinsloo Property Management t/a Status Mark 11 Meyer Street Mossel Bay 6500
INCOME TAX REGISTRATION NUMBER	9239506166
INSURANCE POLICY NUMBER	HOA/114379
INSURANCE PERIOD	1 January 2024 to 31 December 2024
LEVEL OF ASSURANCE	These financial statements have been audited in compliance with the applicable requirements of the Community Schemes Ombud Services Act (Act No 9 of 2011)

THE HOME OWNERS ASSOCIATION OF GOURITZ RIVER ESTATE

Annual Financial Statements for the year ended 31 December 2024

GENERAL INFORMATION

PREPARER	The financial statements were independently compiled by RAIN Chartered Accountants Incorporated
UNITS	30

INDEPENDENT AUDITOR'S REPORT

To the Owners of The Home Owners Association of Gouritz River Estate

Qualified Opinion

We have audited the financial statements of The Home Owners Association of Gouritz River Estate set out on pages 11 to 17, which comprise the statement of financial position as at 31 December 2024, and the statement of comprehensive income, the statement of changes in equity and the statement of cash flows for the year then ended, and notes to the financial statements, including a summary of significant accounting policies.

In our opinion, the financial statements of The Home Owners Association of Gouritz River Estate for the year ended 31 December 2024 are prepared, in all material respects, in accordance with the basis of accounting as described in note 2 to the financial statements and the requirements of Community Schemes Ombud Services Act of South Africa.

Basis for Qualified Opinion

We draw the users' attention to the information disclosed in the emphasis of matter paragraph below. Due to improper record-keeping in the past, no comparative figures are available. Consequently, during the course of our audit, we were unable to obtain supporting evidence to substantiate the opening balances that were accounted for per journal entries and no reliance could have been placed on these balances.

Furthermore, we were unable to obtain supporting evidence for a selection of other expenses. The aggregate of these expenses selected equalled a material amount and no reliance could therefore have been placed on other expenses.

According to paragraph 51 of the Constitution of the Association, the correctness of the accounts of the Association should have been examined by auditors once in each financial year. The Association did not comply with its Constitution, as the records were not properly maintained and consequently no financial statements were prepared nor audited.

We conducted our audit in accordance with International Standards on Auditing (ISAs). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are independent of the association in accordance with the Independent Regulatory Board for Auditors' Code of Professional Conduct for Registered Auditors (IRBA Code) and other independence requirements applicable to performing audits of financial statements in South Africa. We have fulfilled our other ethical responsibilities in accordance with the IRBA Code and in accordance with other ethical requirements applicable to performing audits in South Africa. The IRBA Code is consistent with the corresponding sections of the International Ethics Standards Board for Accountants' International Code of Ethics for Professional Accountants (including International Independence Standards). We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our qualified opinion.

Emphasis of Matter – Basis of Accounting

We draw attention to note 2 to the financial statements, which describes the basis of accounting. The financial statements are prepared in accordance with the home owners association's own accounting policies to satisfy the financial information needs of the home owners association's owners. As a result, the financial statements may not be suitable for another purpose. Our opinion is not modified in respect of this matter.

Emphasis of Matter – Other

Due to improper record-keeping in the past, no comparative figures are available.

Other Information

The trustees are responsible for the other information. The other information comprises the information included in the document titled "The Home Owners Association of Gouritz River Estate Annual Financial Statements for the year ended 31 December 2024", which includes the Report of the Trustees as required by the Community Schemes Ombud Service Act of South Africa, and the supplementary information set out on pages 18 to 19. The other information does not include the financial statements and our auditor's report thereon.

Our opinion on the financial statements does not cover the other information and we do not express an audit opinion or any form of assurance conclusion thereon.

In connection with our audit of the financial statements, our responsibility is to read the other information and, in doing so, consider whether the other information is materially inconsistent with the financial statements or our knowledge obtained in the audit, or otherwise appears to be materially misstated. If, based on the work we have performed, we conclude that there is a material misstatement of this other information, we are required to report that fact. We have nothing to report in this regard.

Responsibilities of the Trustees for the Financial Statements

The trustees are responsible for the preparation of the financial statements in accordance with the basis of accounting as described in note 2 to the financial statements and the requirements of the Community Schemes Ombud Service Act of South Africa, and for such internal control as the trustees determine is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, the trustees are responsible for assessing the home owners association's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless the trustees either intend to liquidate the home owners association or to cease operations, or have no realistic alternative but to do so.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with ISAs will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

As part of an audit in accordance with ISAs, we exercise professional judgement and maintain professional scepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the home owners association's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by the trustees.
- Conclude on the appropriateness of the trustees' use of the going concern basis of accounting and based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the home owners association's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the home owners association to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- We communicate with the trustees regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

RAiN Chartered Accountants (Mossel Bay) Incorporated
Chartered Accountants (S.A.)
Registered Auditors
Per: I.E. Pierce
Mossel Bay

THE HOME OWNERS ASSOCIATION OF GOURITZ RIVER ESTATE

Annual Financial Statements for the year ended 31 December 2024

TRUSTEES' RESPONSIBILITIES AND APPROVAL

The trustees are required to maintain adequate accounting records and are responsible for the content and integrity of the annual financial statements and related financial information included in this report. It is their responsibility to ensure that the annual financial statements satisfy the financial reporting standards as to form and content in the presentation of the statement of financial position, results of operations of the home owners, and explain the transactions and financial position of the business of the home Owner at the end of the financial year. The annual financial statements are based upon appropriate accounting policies consistently applied throughout the home owners and supported by reasonable and prudent judgements and estimates.

The trustees acknowledge that they are ultimately responsible for the system of internal financial control established by the home owners and place considerable importance on maintaining a strong control environment. To enable the trustees to meet these responsibilities, the board sets standards for internal control aimed at reducing the risk of error or loss in a cost effective manner. The standards include the proper delegation of responsibilities within a clearly defined framework, effective accounting procedures and adequate segregation of duties to ensure an acceptable level of risk. These controls are monitored throughout the home owners and all employees are required to maintain the highest ethical standards in ensuring the home owners business is conducted in a manner that in all reasonable circumstances is above reproach.

The focus of risk management in the home owners is on identifying, assessing, managing and monitoring all known forms of risk across the home owners. While operating risk cannot be fully eliminated, the home owners endeavours to minimise it by ensuring that appropriate infrastructure, controls, systems and ethical behaviour are applied and managed within predetermined procedures and constraints.

The trustees are of the opinion, based on the information and explanations given by management, that the system of internal control provides reasonable assurance that the financial records may be relied on for the preparation of the annual financial statements. However, any system of internal financial control can provide only reasonable, and not absolute, assurance against material misstatement or loss. The going-concern basis has been adopted in preparing the financial statements. Based on forecasts and available cash resources the trustees have no reason to believe that the home owners will not be a going concern in the foreseeable future. The financial statements support the viability of the home owners.

The financial statements have been audited by the independent auditing firm, RAIN Chartered Accountants (Mossel Bay) Incorporated, who have been given unrestricted access to all financial records and related data. The trustees believe that all representations made to the independent auditor during the audit were valid and appropriate. The external auditors' qualified audit report is presented on page 4 to 6.

The annual financial statements as set out on pages 11 to 17 were approved by the board on _____ and were signed on its behalf by:

C. du Preez

D. Botha

G. Menderoi

L. Strauss

M. du Plessis (Chairperson)

M. Sandenberg

V. Oosthuizen

THE HOME OWNERS ASSOCIATION OF GOURITZ RIVER ESTATE

Annual Financial Statements for the year ended 31 December 2024

TRUSTEES' REPORT

The trustees present their report for the year ended 31 December 2024.

1. Review of activities

Main business and operations

The principal activity of the home owners is to manage the shared property of the owners of the association and there were no major changes herein during the year.

The operating results and statement of financial position of the home owners are fully set out in the attached financial statements and do not in our opinion require any further comment.

2. Going concern

The annual financial statements have been prepared on the basis of accounting policies applicable to a going concern. This basis presumes that funds will be available to finance future operations and that the realisation of assets and settlement of liabilities, contingent obligations and commitments will occur in the ordinary course of business.

3. Events after reporting date

The trustees are not aware of any matter or circumstance arising since the end of the financial year to the date of this report that could have a material effect on the financial position of the home owners.

4. Contributions

Contributions paid by owners and interest earned during the year were not sufficient to meet expenditure, resulting in a deficit 2024: (-R43,091.00)

5. Trustees

The trustees of the home owners during the year and to the date of this report are as follows:

C. du Preez
D. Botha
G. Menderoi
L. Strauss
M. du Plessis (Chairperson)
M. Sandenberg
V. Oosthuizen

6. Managing Agents

The home owner's designated managing agent is Prinsloo Property Management t/a Status Mark.

THE HOME OWNERS ASSOCIATION OF GOURITZ RIVER ESTATE

Annual Financial Statements for the year ended 31 December 2024

TRUSTEES' REPORT

7. Insurance policy details

Fidelity cover (PMR23(7)and regulation 15 of CSOSA)

Insurance company	Psg Wealth Financial Planning (Pty) Ltd
Policy Number	HOA/114379
Expiry Date	01 June 2025
Value Insured	R590,000.00

Public Liability Insurance (PMR23)

Insurance company	Psg Wealth Financial Planning (Pty) Ltd
Policy Number	HOA/114379
Expiry Date	01 June 2025
Value Insured	R50,000,000.00

8. Independent Auditors

RAiN Chartered Accountants (Mossel Bay) Incorporated were the independent auditors for the year under review and their re-appointment depends on a resolution taken to that effect by owners at the forthcoming annual general meeting.

THE HOME OWNERS ASSOCIATION OF GOURITZ RIVER ESTATE

Annual Financial Statements for the year ended 31 December 2024

TRUSTEES' REPORT

9. CSOS Compliance

CSOS Levies

	R
	2024
Balance brought forward	0
CSOS levies received	0.00
CSOS levies paid	0.00
Balance owing at year end	0
	R
	2023
Balance brought forward	0
CSOS levies received	0.00
CSOS levies paid	0.00
Balance owing at year end	0

The trustees confirm that the annual return of the community scheme as required by section 59(b) of the Community Schemes Ombud Service Act, No 9 of 2011 was not submitted within the stipulated deadline of four months subsequent to year end for the previous financial year ending 31 December 2023.

10. Approval of trustees report

C. du Preez

D. Botha

G. Menderoi

L. Strauss

M. du Plessis (Chairperson)

M. Sandenberg

V. Oosthuizen

THE HOME OWNERS ASSOCIATION OF GOURITZ RIVER ESTATE

Financial Statements for the year ended 31 December 2024

STATEMENT OF FINANCIAL POSITION

Figures in R	Notes	2024
Assets		
Current Assets		
Levies in arrears	3	74,214
Cash and cash equivalents	4	347,637
		421,851
Total Assets		421,851
Reserves and Liabilities		
Reserves and Funds		
Contingency fund		399,452
Current Liabilities		
Trade and other payables	5	16,638
Levies in advance	6	5,761
		22,399
Total Funds and Liabilities		421,851

THE HOME OWNERS ASSOCIATION OF GOURITZ RIVER ESTATE

Financial Statements for the year ended 31 December 2024

STATEMENT OF COMPREHENSIVE INCOME

Figures in R	2024
Levy income	156,319
Other income	22,520
Operating costs	(226,122)
Operating deficit	(47,283)
Finance income	4,192
Deficit for the year	(43,091)

THE HOME OWNERS ASSOCIATION OF GOURITZ RIVER ESTATE

Financial Statements for the year ended 31 December 2024

STATEMENT OF CHANGES IN FUNDS AND RESERVES

Figures in R	Contingency fund	Total
Balance at 1 January 2024	442,543	442,543
Total comprehensive income for the year		
Deficit for the year	(43,091)	(43,091)
Total comprehensive income for the year	(43,091)	(43,091)
Balance at 31 December 2024	399,452	399,452

THE HOME OWNERS ASSOCIATION OF GOURITZ RIVER ESTATE

Financial Statements for the year ended 31 December 2024

STATEMENT OF CASH FLOWS

Figures in R	2024
Deficit for the year	(43,091)
<i>Adjustments for:</i>	
Investment income	(4,192)
Income tax paid in respect of prior years	(122,587)
Operating cash flow before working capital changes	(169,870)
<i>Working capital changes</i>	
Increase in levies receivable	(68,453)
Increase in trade and other payables	16,638
Net cash flows used in operations	(221,685)
Investment income	4,192
Net decrease in cash and cash equivalents	(217,493)
Trust creditor account brought forward	565,130
Cash and cash equivalents at end of the year	347,637

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ACCOUNTING POLICIES

1. General information

The Home Owners Association of Gouritz River Estate is a home owners association in South Africa. The principal activities are to manage the shared property of the owners of the association.

2. Summary of significant accounting policies

These annual financial statements have been prepared in accordance with the accounting policies as set out below. These policies have been consistently applied to all the years presented, unless otherwise stated.

These financial statements have been prepared under the historical cost convention and are presented in South African Rands.

2.1 Revenue recognition

The ordinary levies receivable are accounted for on a straight-line basis over the financial year and decided amongst the trustees on a participation quota basis. The annual ordinary levies are agreed and approved by the trustees at the association's annual general meeting. Interest is recognised, in surplus or deficit, using the effective interest rate method. Interest on arrear levy contributions is recognised in terms of prescribed management rule 21(3)(c).

2.1.1 Interest income

Interest income is recognised using the effective interest rate method.

2.2 Income taxes

Provisions for tax are made at the corporation rate on net investment income earned by the home owners, less allowable expenses applicable to home owners. The home owners is taxed in terms of Section 10(1)(e) of the Income Tax Act.

2.3 Trade and other receivables

Trade receivables are recognised initially at the transaction price. They are subsequently measured at amortised cost using the effective interest rate method, less provision for impairment. A provision for impairment of trade receivables is established when there is objective evidence that the home owners will not be able to collect all amounts due according to the original terms of the receivables.

2.4 Cash and cash equivalents

Cash and cash equivalents includes demand deposits and other short-term highly liquid investments with original maturities of three months or less. Bank overdrafts are shown in current liabilities on the statement of financial position.

2.5 Trade payables

Trade payables are recognised initially at the transaction price and subsequently measured at amortised cost using the effective interest rate method.

THE HOME OWNERS ASSOCIATION OF GOURITZ RIVER ESTATE

Financial Statements for the year ended 31 December 2024

NOTES TO THE ANNUAL FINANCIAL STATEMENTS

Figures in R

2024

3. Levies in arrears

Member Unit	90 Days+	60 Days	30 Days	Current	Total
8	-	-	-	1,387	1,387
13	-	-	-	868	868
16	-	-	-	1	1
17	-	-	-	1,271	1,271
19	-	-	-	440	440
20	-	-	-	76	76
25	-	-	-	434	434
28	-	-	-	30,124	30,124
29	-	-	-	784	784
30	-	-	-	434	434
31	-	-	-	38,394	38,394
	-	-	-	74,214	74,214

4. Cash and cash equivalents

Favourable cash balances

Current Account	43,445
Investment Account	304,192
	347,637

5. Trade and other payables

Trade creditors	16,638
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5.1 Creditor aging

Creditor name	90 Days+	60 Days	30 Days	Current	Total
RH Attorneys (Legal fees)	-	-	-	1,638	1,638
A Cut Above	-	-	-	15,000	15,000
	-	-	-	16,638	16,638

6. Levies in advance

Member Unit	90 Days+	60 Days	30 Days	Current	Total
7	-	-	-	2,171	2,171
15	-	-	-	434	434
33	-	-	-	1,353	1,353
13	-	-	-	869	869
19	-	-	-	434	434
24	-	-	-	500	500
	-	-	-	5,761	5,761

THE HOME OWNERS ASSOCIATION OF GOURITZ RIVER ESTATE

Financial Statements for the year ended 31 December 2024

NOTES TO THE ANNUAL FINANCIAL STATEMENTS

Figures in R

2024

7. Contingent assets

The Association has failed to lodge an application with the Commissioner at the SARS Tax Exemption Unit to qualify for exemption from income tax under section 10(1)(e)(i)(cc) of the Income Tax Act and have consequently been assessed at companies' tax rates since establishment of the Association. SARS has deducted an amount of R122,587.42 in respect of prior year taxes (at the companies' rates) and interest charged. The Association is currently engaged in a dispute with SARS, seeking to recover the aforementioned amount. The grounds for the dispute are that the Association, as a Home Owners Association, was taxed at an incorrect rate (companies' rates) and income items would have been exempted in terms of S 10(1)(e) and S 10(1)(e)(ii) in terms of the Income Tax Act.

THE HOME OWNERS ASSOCIATION OF GOURITZ RIVER ESTATE

Financial Statements for the year ended 31 December 2024

DETAILED INCOME STATEMENT

Figures in R	2024
Levy Income	
Ordinary levies	156,319
	156,319
Other Income	
Investment income	4,192
Legal fees recovered	13,665
Riet sales	8,500
Water Recovery	355
	26,712
	183,031
Expenditure	
Bank charges	1,484
Casual wages & garden services	24,840
Insurance	8,193
Legal fees	13,665
Management fees	37,950
Membership fees	5,134
Municipal Charges	38,175
Professional Fees	5,495
Repairs and maintenance	91,186
	226,122
(Deficit) After taxation	(43,091)

THE HOME OWNERS ASSOCIATION OF GOURITZ RIVER ESTATE

Financial Statements for the year ended 31 December 2024

INCOME TAX COMPUTATION

Figures in R	2024
Income - receipts and accruals	
Levy income	156,319
Other income	22,520
Finance income	4,192
Total income	183,031
Less: Levies - exempt under S 10(1)(e) exemption	(156,319)
Less: Expenses directly related to other income	(14,020)
Total receipts and accruals subject to income tax	12,692
Less: Basic exemption S 10(1)(e)(ii) (Limited to R50 000)	(12,692)

STATUS MARK MANAGEMENT SERVICES

PO Box 567, Mossel Bay , 6500

Tel - 044 691 3054

GOURITZ RIVER ESTATE HOA