

## ***WDHOA – SECTION I - ARTICLES OF ASSOCIATION***

### **1. PRELIMINARY:**

The Articles of Table "A" contained in Schedule 1 to the Companies Act shall not apply to the Association.

### **2. DEFINITIONS:**

- 2.1. In these presents the following words shall, unless the context otherwise requires, have the meanings hereinafter assigned to them:
- 2.1.1. "the Act" means the Companies Act, 1973;
  - 2.1.2. "Auditors" means the auditors of the Association;
  - 2.1.3. "Chairman" means the chairman of the Board of Trustees;
  - 2.1.4. "the Association" means the Wild Dog Estate Home Owner's Association, which is hereby incorporated in terms of section 21 of the Act;
  - 2.1.5. "the Estate" means the Development by the Developer on Remainder of Sub 2 of the Farm WP3 Number 9418, Situated in the Administrative District of Natal, Province of KwaZulu-Natal, in extent 346,9681 Hectares, and further including Portion 3 of Sub 2 of the Farm WP3 Number 9418, Situated in the Administrative District of Natal, Province of KwaZulu-Natal, in extent 16,1224 Hectares, together with any other land notarially tied to or consolidated therewith.
  - 2.1.6. "Trustees" means the Trustees of the Association who shall, for the purpose of the Act, be the Directors of the Association;
  - 2.1.7. "Managing Agent" means any person or body appointed by the Association as an independent contractor to undertake any of the functions of the Association;
  - 2.1.8. "the Developer" means Wild Dog Estate (Proprietary) Limited, Registration. No. 2003/029461/07;
  - 2.1.9. "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;
  - 2.1.10. "Unit" means a portion of land, also including any Sectional Unit or Cluster Unit, to be used for residential or commercial purposes, with or without improvements, or any other defined portion of land, and whether held under tenure in terms of the Sectional Titles Act No 95 of 1986, as amended, or situated on its own residential lot or individual subdivision of a residential lot, tenure of which may be registered in the Land Register of the Deeds Registry, and which forms part of the Development.
  - 2.1.11. "Sectional Unit" means a dwelling unit the tenure of which is in terms of the Sectional Titles Act No 95 of 1986, as amended;

- 2.1.12. "Cluster Unit" means a cluster dwelling unit capable of being situated on its own individual subdivision of a residential lot tenure of which may be registered in the Land Register of the Deeds Registry, but excluding a Sectional Unit;
- 2.1.13. "Member" means a member of the Association;
- 2.1.14. "Vice-Chairman" means the vice-chairman of the Board of Trustees;
- 2.1.15. "Development Period" means the period from the establishment of the Association until all lots within the Township have been sold; alternatively, the Developer notifies the Association that it waives the rights herein conferred upon it during the Development Period.
- 2.1.16. "the Development" means the Wild Dog Estate Development as approved in terms of the Development Facilitation Act 67 of 1995 by the Development Tribunal (Kwazulu-Natal) in terms of Development Application Number: 2003/1097, as amended.
- 2.1.17. "the Township" and "the Scheme" refer to any township or sectional title scheme established in pursuance of the Development in the land development area comprising of the Estate approved by the Development Tribunal in terms of the Development Facilitation Act on 13 May 2004.
- 2.2. Unless the context otherwise requires, any words importing the singular number shall also include the plural number, and vice versa and words importing any one gender shall include the other two genders.
- 2.3. Subject-as aforesaid, any words or expressions defined in the Act or in the Sectional Titles Act 1986 or any statutory modifications of such Acts in force at the date on which these presents become binding on the Association shall, if not inconsistent with the subject or context, bear the same meaning in these presents.

### **3. MEMBERSHIP:**

- 3.1. Membership of the Association shall be limited to the Developer in its capacity as such (and represented by not more than 9 (nine) nominees, all of whom shall be deemed to be members under these articles and for the purposes of the Act) and to any other person who is in terms of the Deeds Registries Act (and if applicable the Sectional Titles Act) reflected in the records of the Deeds Office concerned as the registered owner of any land or Unit in the Township.
- 3.2. Where any Unit is owned by more than one person, all the registered owners of that Unit shall together be deemed to be one Member of the Association and have the rights and obligations of one Member of the Association; provided however that all co-owners of any Unit shall be jointly and severally liable for the due performance of any obligation to the Association.
- 3.3. When a Member becomes the registered owner of a Unit, he shall *ipso facto* become a Member of the Association, and when he ceases to be the owner of any Unit in the Township, he shall *ipso facto* cease to be a Member of the Association.

- 3.4. No Member shall let or otherwise part with occupation of his Unit, whether temporarily or otherwise, unless he has agreed with the proposed occupier of such Unit in writing as a *stipulatio alteri* in favour of the Association that such occupier shall be bound by all the terms and conditions of these presents.
- 3.5. A registered owner of a Unit may not resign as a Member of the Association.
- 3.6. The rights and obligations of a Member shall not be transferable and every Member shall:
  - 3.6.1. Further to the best of his ability the objects and interests of the Association;
  - 3.6.2. Observe all rules made initially by the Developer and thereafter as amended by the Association or the Trustees; provided that nothing contained in these Articles of Association shall prevent a Member from ceding his rights in terms of these Articles as security to the mortgagee of that Member's Unit.
- 3.7. The body corporate or similar controlling body of any sectional title scheme or cluster housing complex established as a sub-development on a portion of land with the Development, shall be obliged to become a member of the Association and bound by the provisions of these articles, *mutatis mutandis*.

#### 4. LEVIES:

- 4.1. The Trustees may from time to time make levies upon the Members for the purpose of meeting all the expenses which the Association has incurred, or to which the Trustees reasonably anticipate the Association will be put in the attainment of its objects or the pursuit of its business, or the provision of common services or utilities within the Estate.
- 4.2. The Trustees shall not less than 30 (thirty) days prior to the end of each financial year, or as soon thereafter as reasonably possible, prepare and serve upon every Member, at the address chosen by him, an estimate in reasonable detail of the amount which shall be required by the Association to meet the expenses during the following financial year, and shall specify separately such estimated deficiency, if any, as shall result from the preceding year. The Trustees may include in such estimate an amount to be held in reserve to meet anticipated expenditure not of an annual nature.
- 4.3. Each notice to each Member shall specify the contribution payable by that Member to such expenses and reserve fund.
- 4.4. Every levy shall be payable in equal monthly instalments, due in advance on the first day of each and every month of each financial year.
- 4.5. In the event of the Trustees for any reason whatsoever failing to prepare and serve the estimate referred to in Article 4.2 above timeously, every Member shall until service of such estimate as aforesaid continue to pay the levy previously imposed and shall after such service pay such levy as may be specified in the notice referred to in Article 4.2.

- 4.6. The Trustees may from time to time make special levies upon the Members in respect of all such expenses as are mentioned in Article 4.1, which were not included in any estimate made in terms of Article 4.2., and may on imposing such levies further determine the terms of payment thereof.
- 4.7. The Trustees shall be empowered, in addition to such other rights as the Association may have in law as against its Members, to determine the rate of interest from time to time chargeable upon arrear levies, provided that such rate of interest shall not exceed the rate laid down in terms of the Usury Act no 73 of 1968, as amended.
- 4.8. Any amount due by a Member by way of levy and interest shall be a debt due by him to the Association. The obligation of a Member to pay a levy and interest shall cease upon his ceasing to be a Member without prejudice to the Association's right to recover arrear levies and interest. No levies or interest paid by a Member shall under any circumstances be repayable by the Association upon his ceasing to be a Member. A Member's successor in title to a Unit shall be liable as from the date upon which he becomes a Member pursuant to the transfer of that Unit, to pay the levy and interest thereon attributable to that Unit.
- 4.9. In calculating the levy payable by any Member, the Trustees shall as far as reasonably practical:
  - 4.9.1. assign those general costs in respect of goods, services and administration not arising directly out of any particular Unit, to the Members in such proportions as the Trustees may in their sole discretion deem fit from time to time;
  - 4.9.2. assign a proportion of those costs attributable generally to any particular Sectional Title development or Cluster development within the Development to the registered owners of such Sectional Units and Cluster Units as the case may be:
    - 4.9.2.1. *pro rata* in the case of a Sectional Title development to the participation quota of the Members concerned;
    - 4.9.2.2. in the case of a Cluster development, *pro rata* to the fraction which would have been assigned to each Cluster Unit as a participation quota in terms of the Sectional Titles Act had the development been a Sectional Title development and all the Cluster Units thereon sections;
  - 4.9.3. assign any other costs relating specifically to consumption or usage by owners of particular Units to the relevant owners of such Units, provided however that the Trustees may in any case where they consider it in their sole discretion equitable to do so, assign to any Member any greater or lesser share of the costs as may be fair and reasonable in the circumstances.
- 4.10. For purposes of determining the amount to be contributed by the Developer in respect of levies, the Developer shall be deemed to be the owner of a Unit for each stand remaining registered in the name of the Developer.
- 4.11. The Trustees may enter into an agreement or agreements with the Developer for the provision of a capital sum and/or the transfer of land and/or equipment to the Association in lieu of levies.

## 5. RULES:

- 5.1. Subject to any restriction imposed or direction given at a general meeting of the Association, the Trustees may from time to time make rules in regard to:
  - 5.1.1. The standards and guidelines for the architectural design of all buildings and outbuildings, structures of any nature, swimming pools, tennis courts, and all additions and alterations to any such buildings, outbuildings or structures erected or to be erected in the Township, and in particular to control the design of the exterior of such buildings, outbuildings or structures and the materials used on such exteriors to ensure an attractive, aesthetically pleasing character to all the buildings in the Township;
  - 5.1.2. The siting of all buildings, outbuildings, structures of any nature, swimming pools, tennis courts, and all additions and alterations to any thereof;
  - 5.1.3. The standards and guidelines for the design of all siteworks, buildings, structures, installations and projections on the properties in the Township, including aerials, pergolas, side walls, swimming pools, tennis courts, awnings, Jacuzzis, carports, paved pathways and landscaping features and works;
  - 5.1.4. The preservation of the environment including the right to control vegetation and the right to prohibit and/or control the erection of fences, whether upon or within the boundaries of any property;
  - 5.1.5. The right to prohibit, restrict or control the keeping of any animal or plant which they regard as dangerous or a nuisance;
  - 5.1.6. The conduct of any persons within the Township for the prevention of nuisance of any nature to any Member;
  - 5.1.7. The preservation of the natural environment, vegetation and fauna in the Township;
  - 5.1.8. The use of services, entertainment and recreation areas, amenities and facilities including the right to make a reasonable charge for the use thereof;
  - 5.1.9. For the furtherance and promotion of any of the objects of the Association and/or for the better management of the affairs of the Association and/or for the advancement of the interests of Members and/or residents in the Township;
  - 5.1.10. For the maintenance of all buildings, outbuildings, structures, improvements of any nature and landscaping within the Township;
  - 5.1.11. The provision of any common services and utilities including but not limited to electricity, water, sanitation, refuse removal, recreational facilities and other services;
  - 5.1.12. To regulate the use by owners of erven in the Estate and the control of the rendering of services by estate agents, building contractors and architects in the Estate, and the access to the Estate by any person for any reason other than for strictly residential purposes.

- 5.2. For the enforcement of any of the rules made by the Trustees in terms hereof, the Trustees may:
  - 5.2.1. Give notice to the Member concerned requiring him to remedy such breach within such period as the Trustees may determine;
  - 5.2.2. Take or cause to be taken such steps as they may consider necessary to remedy the breach of the rule of which the Member may be guilty, and debit the cost of so doing to the Member concerned, which amount shall be deemed to be a debt owing by the Member concerned to the Association; and/or
  - 5.2.3. Impose a system of fines or other penalties. The amounts of such fines shall be reviewed and confirmed at each Annual General Meeting of the Association; and/or
  - 5.2.4. Take such other action including proceedings in Court, as they may deem fit;
- 5.3. In the event of the Trustees taking legal steps or instituting any legal proceedings against any Member or resident within the Township for the enforcement of any of the rights of the Association in terms hereof, the Association shall be entitled to recover all legal costs so incurred from the Member or resident concerned, calculated as being the entire actual cost, including fees and disbursements, charged to the Association by its attorneys in respect of the enforcement of such rights.
- 5.4. In the event of any breach of the rules by the members of any Member's household or his guests or lessees, such breach shall be deemed to have been committed by the Member himself, but without prejudice to the foregoing, the Trustees may take or cause to be taken such steps against the person actually committing the breach as they in their discretion may deem fit.
- 5.5. In the event of any Member disputing the fact that he has committed a breach of any of the rules, a committee of two Trustees appointed by the Chairman for the purpose shall adjudicate with the Chairman upon the issue at such time and in such manner and according to such procedure (provided that natural justice shall be observed) as the Chairman may direct.
- 5.6. Any fine imposed upon any Member shall be deemed to be a debt due by the Member to the Association and shall be recoverable by ordinary civil process.
- 5.7. Notwithstanding anything to the contrary herein contained, the Trustees may in the name of the Association enforce the provisions of any rules by civil application or action in a court of competent jurisdiction and for this purpose may appoint such attorneys and counsel as they may deem fit.
- 5.8. The Association may in general meeting itself make any rules which the Trustees may make and may in general meeting vary or modify any rules made by it or by the Trustees from time to time.

**6. TRUSTEES:**

- 6.1. There shall be a Board of Trustees of the Association which shall consist of not less than 3 (three) nor more than 7 (seven) Members.
- 6.2. A Trustee shall be an individual but need not himself be a Member of the Association. A Trustee however, by accepting his appointment to office as such shall be deemed to have agreed to be bound by all the provisions of these presents.
- 6.3. The Board of Trustees shall, during the Development Period, consist of not less than 3 (three) nominees of the Developer. Any other Trustee to be appointed to office shall be elected by the Members in general meeting, the Developer being entitled in voting on the election of such Trustees, to exercise the voting rights conferred upon it by Article 23.2 and 23.3. The first Trustees shall on registration of the Association be appointed by the Developer.

**7. REMOVAL AND ROTATION OF TRUSTEES:**

- 7.1. Save as set out in Article 7.3 below, and save for the 3 (three) Trustees appointed by the Developer in terms of Article 6.3 above, each Trustee shall continue to hold office as such from the date of his appointment to office until the Annual General Meeting next following his said appointment, at which meeting each Trustee shall be deemed to have retired from office as such but will be eligible for re-election to the Board of Trustees at such meeting.
- 7.2. A Trustee shall be deemed to have vacated his office as such upon:
  - 7.2.1. His having become disqualified to act as director in terms of the provisions of the Act;
  - 7.2.2. His being removed from office as provided in Section 220 of the Act;
  - 7.2.3. In the event of his being a Member of the Association, his being disentitled to exercise a vote in terms of Article 23.5 below.
- 7.3. Upon any vacancy occurring in the Board of Trustees prior to the next Annual General Meeting, the vacancy in question shall be filled by a person nominated by those remaining for the time being of the Board of Trustees, provided however that, if the Trustee who vacates his office as aforesaid was a nominee of the Developer, the Developer shall be entitled to nominate a Trustee in his stead.

## **8. CHAIRMAN AND VICE-CHAIRMAN:**

The Trustees shall within 14 (fourteen) days after each Annual General Meeting appoint from their number a Chairman and Vice-Chairman, who shall hold their respective offices until the Annual General Meeting next after their said appointments, provided that the office of Chairman or Vice-Chairman shall *ipso facto* be vacated by a Trustee holding such office upon his ceasing to be a Trustee for any reason. No one Trustee shall be appointed to more than one of the aforesaid offices. In the event of any vacancy occurring in either of the aforesaid offices at any time, the Board of Trustees shall immediately appoint one of their number as a replacement in such office.

Except as otherwise provided, the Chairman shall preside at all meetings of the Board of Trustees and all general meeting of Members and, in the event of his not being present within 5 (five) minutes of the scheduled time for the start of the meeting or in the event of his inability or unwillingness to act, the Vice-Chairman shall act in his stead, or failing the Vice-Chairman, a Chairman appointed by the meeting.

## **9. TRUSTEES' EXPENSES:**

Trustees shall be entitled to be repaid all reasonable and *bona fide* expenses incurred by them, respectively in or about the performance of their duties as Trustees. Save as aforesaid, Trustees shall not be entitled to any remuneration for the performance of their duties in terms hereof, unless the Association in general meeting otherwise decides.

## **10. POWERS OF TRUSTEES:**

Subject to the express provisions of these presents, and without limiting any powers of Trustees granted elsewhere in these articles, the Trustees shall manage and control the business and affairs of the Association, shall have full powers in the management and direction of such business and affairs including the right of appointment and dismissal of the Managing Agent, may exercise all such power of the Association and do all such acts on behalf of the Association as may be exercised and done by the Association and as are not by the Act or by these presents required to be exercised or done by the Association in general meeting, subject however to such rules as may have been made by the Association in general meeting or as may be made by the Trustees from time to time.

- 10.1. Save as specifically provided in these presents, the Trustees shall at all time have the right to engage on behalf of the Association the services of accountants, auditors, attorneys, advocates, architects, engineers, a managing agent and any other professional firm or person or other employees whatsoever for any reasons deemed necessary by the Trustees and on such terms as the Trustees shall decide.



- 10.2. The Trustees shall further have power:
- 10.2.1. To require that any works being constructed within the Township shall be supervised to ensure that the provisions of these presents and the rules are complied with and that all work is performed in a proper and workmanlike manner. "Works" for the purposes of this Article shall mean construction works of any sort in relation to any improvement within the Township including, without limiting the generality of the foregoing, the construction of all buildings, outbuilding, structures of any nature, swimming pools, tennis courts, walls, fences and landscape architectural features;
  - 10.2.2. To issue an architectural and environmental design and maintenance manual in respect of the Township.
- 10.3. The Board of Trustees shall have the right to co-opt onto the Board any person or persons chosen by it. A co-opted Trustee need not necessarily be a Member of the Association.
- 10.4. The Trustee shall be entitled to appoint committees consisting of such number of their Members and such outsiders, including the Managing Agent, as they may deem fit and to delegate to such committees such of their functions, powers and duties as they may deem fit, with further power to vary or revoke such appointments and delegations as the Trustees may from time to time deem necessary.
- 10.5. The Trustees shall appoint an architectural review committee which shall consist of:
- 10.5.1. A practising professional architect duly qualified to practise as such on his own account in the Republic of South Africa;
  - 10.5.2. 1 (one) Trustee;
  - 10.5.3. Such other members as the Trustees may determine;
- 10.6. Members of the architectural review committee shall not necessarily be required to be Members of the Association.
- 10.7. All plans for all buildings, outbuildings, structures, additions and alterations and all plans for all works as defined in Article 10.2.1 above to be submitted in terms of Article 27.3 below shall be submitted by the Trustees to the architectural review committee and the Trustees shall not approve any plan in terms of Article 27.3 below, unless such plan shall first have been approved by the architectural review committee. The Trustees may, if they deem fit, delegate to the architectural review committee their functions and powers in terms of Article 27.3.

#### **PROCEEDINGS OF TRUSTEES:**

11. The Trustees may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit, subject to any provisions of these presents.

12. The quorum necessary for the holding of any meetings of the Trustees shall be 3 (three) present personally, provided however that, during the Development Period the presence of at least 2 (two) nominees of the Developer shall be necessary at all meetings of Trustees in order to form a quorum. Any resolution of the Board of Trustees shall be carried on a simple majority of all votes cast. In the case of equality of votes for and against any resolution, the resolution shall be deemed to have been defeated.
13. The Trustees shall cause minutes to be kept of every Trustees meeting, which minutes shall, without undue delay after the meeting has closed, be reduced to writing and certified correct by the Chairman. All minutes of Trustees meetings shall, after certification, be placed in a Trustees Minute Book to be kept in accordance with the provisions of the law relating to the keeping of minutes of meetings of directors of companies. The Trustees Minute Book shall be open for inspection all reasonable times by any Trustee, the Auditors, the Members, and the Managing Agent.
14. Save as provided in these presents, the proceedings of any Trustees meeting shall be conducted in such reasonable manner and form as the Chairman of the meeting shall decide.
15. A resolution signed by all the Trustees shall be valid in all respects as if it had been duly passed at a meeting of the Board of Trustees.

#### **16. GENERAL MEETINGS OF THE ASSOCIATION:**

- 16.1. The Association shall within 6 (six) months after the end of each financial year hold a general meeting as its Annual General Meeting in addition to any other general meetings during that year, and shall specify the meeting as such in the notices in terms of Article 19 below calling it.
  - 16.2. Such Annual General Meeting shall be held at such time and place as the Trustees shall decide from time to time.
  - 16.3. All general meetings other than Annual General Meetings shall be called extraordinary general meetings.
17. The Trustees may, whenever they think fit, be convened on a requisition made in terms of Section 181 of the Act, or in default, may be convened by the requisitionists as provided by and subject to the provisions of that Section.

## 18. NOTICES OF MEETINGS:

An Annual General Meeting and a meeting called for the passing of a special resolution, shall be called by 21 (twenty-one) clear days notice in writing at least, and an extraordinary general meeting, other than one called for the passing of a special resolution, shall be called for by 14 (fourteen) clear days notice in writing at least, and an extraordinary general meeting, other than one called for the passing of a special resolution, shall be called for by 14 (fourteen) clear days notice in writing at the least. In each case the notice shall be exclusive of the day on which it is given, and shall specify the place, the day and the hour of the meeting, and in the case of special business, in addition to any other requirements contained in these presents, the general nature of that business, and in the case of a special resolution, the terms and effect of the resolution and the reasons for it shall be given in the manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Trustees to such persons as are under these presents entitled to receive such notices from the Association; provided that a general meeting of the Association shall, notwithstanding that it is called by shorter notice than that specified in these presents be deemed to have been duly called if it is so agreed;

- 18.1. In the case of a meeting called as the Annual General Meeting by all the Members entitled to attend and vote thereat; and
- 18.2. In the case of an extraordinary general meeting, by a majority in number of the Members having a right to attend and vote at the meeting, being a majority together holding not less than 95% (ninety-five percent) of the total voting rights of all Members.
- 18.3. Insofar as special notice may be required of a resolution, whether by any provision of the Act or these presents, then the provisions of Section 186 of the Act shall apply.
- 18.4. The Association shall comply with the provisions of Section 185 of the Act as to giving of notice and circulating statements on the requisition of Members.
- 18.5. The accidental omission to give notice of a meeting or of any resolution, or to give any other notification, or present any document required to be given or sent in terms of these presents, or in terms of the Act, 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 passed at, any meeting.

## 19. QUORUM:

- 19.1. No business shall be transacted at any general meeting unless a quorum is present when the meeting proceed to business. During the Development Period, the quorum necessary for the holding of any general meeting shall be such of the Members entitled to vote as together for the time being represent the votes of the Developer, and 25 % (twenty-five percent) of votes in number from all other Members of the Association entitled to vote for the time being. After the Development Period, the quorum shall be such of the Members entitled to vote as together for the time being represent the votes of 25% (twenty-five percent) in number of all Members entitled to vote for the time being. The quorum will at no stage consist out of less than three members, personally present.

- 19.2. If within half an hour from the time appointed for the holding of a general meeting a quorum is not present, the meeting shall stand adjourned to the same day in the next week at the same place and time or at such other place as the Chairman of the meeting shall appoint, and if at adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting, the Members present shall be a quorum.

## **20. AGENDA AT MEETINGS:**

In addition to any other matters required by the Act or these presents to be dealt with at an Annual General Meeting, the following matters shall be dealt with at every Annual General Meeting:

- 20.1. The consideration of the Chairman's report;
- 20.2. The election of Trustees;
- 20.3. The consideration of any other matters raised at the meeting, including any resolutions proposed for adoption by such meeting, and the voting upon any such resolutions;
- 20.4. The consideration of the accounts of the Association for the preceding financial year;
- 20.5. The consideration of the report of the Auditors and the fixing of remuneration for the Auditors.

## **21. PROCEDURE AT GENERAL MEETINGS:**

The Chairman may, with the consent of any general meeting as which a quorum is present and shall if so directed by the meeting, adjourn a meeting from time to time and place to place but no business shall be transacted at any adjourned meeting other than business which might have been transacted at the meeting from which the adjournment took place. Whenever a meeting is adjourned for 10 (ten) days or more, notice of the adjourned meeting shall be given in the same manner as of an original meeting. Save as aforesaid, the Members shall not be entitled to any notice of adjournment or of the business to be transacted at an adjourned meeting.

## **22. PROXIES:**

- 22.1. A Member may be represented at a general meeting by a proxy, who need not be a Member of the Association. The instrument appointing a proxy shall be in writing signed by the Member concerned or his agent, duly authorised in writing, but need not be in any particular form provided that, where a Member is more than 1 (one) person, a majority of those persons shall sign the instrument appointing a proxy on such Members' behalf.
- 22.2. The instrument appointing a proxy and the power of attorney or any other authority under which it is signed shall be tabled at the meeting at which the person named in the instrument proposes to vote. No instrument appointing a proxy shall be valid after the expiration of 12 (twelve) months from the date of its execution.

- 22.3. A vote given in accordance with the terms of a proxy shall be valid notwithstanding the previous death of the principal or revocation of the proxy, provided that no intimation in writing of the death or revocation shall have been received by the Trustees at any time before a vote is taken in respect of which the proxy exercises such vote.

### **23. VOTING:**

At every general meeting:

- 23.1. The Developer shall have 42 (forty two) votes in addition to the votes conferred upon it in terms of Article 23.2 below, provided however that this provision shall apply during the Development Period only.
- 23.2. Every Member, including the Developer, in person or by proxy and entitled to vote shall have 1 (one) vote for each Unit or residential lot registered in his name. Provided that for the purposes of these Articles any land registered in the name of Wild Dog Estate (Pty) Ltd or Roberto Santini shall be deemed to have been registered in the name of the Developer.
- 23.3. If a Unit or residential lot is registered in the name of more than one person, then all such co-owners shall jointly have 1 (one) vote.
- 23.4. Any Member including the Developer holding undeveloped land in the Township shall have 1 (one) vote for each separate piece of land registered in his name.
- 23.5. Save as expressly provided for in these presents, no person other than a Member duly registered and who shall have paid every levy and other sum, if any, which shall be due and payable to the Association in respect of or arising out of his membership and who is not under suspension, shall be entitled to be present or to vote on any question, either personally or by proxy, at any general meeting.
- 23.6. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is (before or on the declaration of the result of the show of hands) demanded by the Chairman or Members referred to in Section 198(1)(b) of the Act, and, unless a poll is so demanded, a declaration by the Chairman that a resolution has, on a show of hands, been carried or carried unanimously or by a particular majority, and an entry to that effect in the book containing the minutes of the proceedings of the Association, shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against such resolution. The demand for a poll may be withdrawn.
- 23.7. If a poll is duly demanded it shall be taken in such manner as the Chairman directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. Scrutineers shall be elected to determine the result of the poll. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place, or at which the poll is demanded, shall be entitled to a second or casting vote.

- 23.8. A poll demanded on the election of a Chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the Chairman of the meeting directs. The demand for a poll shall not present the continuation of a meeting for the transaction of any business other than the question upon which the poll has been demanded.
- 23.9. Every resolution and every amended resolution proposed for adoption by a general meeting shall be seconded at the meeting and, if not so seconded, shall be deemed not to have been proposed.
- 23.10. An ordinary resolution (that is a resolution other than a special resolution) or the amendment of an ordinary resolution shall be carried on a simple majority of all votes cast. In the case of equality of votes for and against any resolution, the resolution shall be deemed to have been defeated.
- 23.11. Unless any Member present in person or by proxy at a general meeting shall, before the closure of the meeting, have objected to any declaration made by the Chairman of the meeting as to the result of any voting at the meeting, whether by show of hands or otherwise, or to the propriety or validity of the procedure at such meeting, such declaration by the Chairman shall be deemed to be a true and correct statement of the voting, and the meeting shall in all respects be deemed to have been properly and validly constituted and conducted and an entry in the minutes to the effect that any motion has been carried or lost, with or without a record of the number of votes recorded in favour of or against such motion, shall be conclusive evidence of the votes so recorded.

#### **24. ACCOUNTS:**

The accounts and books of the Association shall be open to inspection of Members at all reasonable times during business hours.

Once in each financial year the accounts of the Association shall be examined and the correctness thereof ascertained by Auditors. The duties of the Auditors shall be regulated in accordance with Chapter "X" of the Act.

#### **25. SERVICE OF NOTICES:**

A notice may be served by the Association upon any Member at the address of any Unit owned by him unless the Member shall have notified the Association of another address for service of notices. Any notices served by post shall be deemed to have been served on the day but one following that on which the letter containing the same was posted.

**26. INDEMNITY:**

Every Trustee, servant, agent and employee of the Association and any Managing Agent, his employees, nominees or invitees, shall be indemnified by the Association against all costs, losses and expenses (including travelling 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 their respective duties, including in the case of a Trustee, his duties as Chairman or Vice-Chairman. Without prejudice to the generality of the foregoing, 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.

**27. GENERAL:**

27.1. Whenever they consider that the appearance of any land or building vested in a Member or Members is such as to be unsightly or injurious to the amenities of the surrounding area or the Township generally, the Trustees may serve notice on such Member or Members to take such steps as may be specified in the notice to eliminate such unsightly or injurious condition. In the event of the Member or Members failing within a reasonable time, to be specified in such notice, to comply therewith, the Trustees may enter upon the property concerned and take such steps as may be necessary, and recover the cost thereof from the Member or Members concerned, which costs shall be deemed to be debts owing to the Association.

27.2. The Trustees shall be obliged in giving such notice to act reasonably.

27.3. No person shall within the Township commence with the construction of any building or structure, or any additions or alteration thereto, or any works of whatsoever nature as defined in Article 10.2.1 unless he has submitted to the Trustees for examination and approval or refusal such plans for such building, structure, alteration or addition as the Trustees may require.

The Trustees shall have power in approving any plan to lay down such reasonable conditions as they may deem fit.

27.4. The Association may require any Member to maintain the sidewalk adjacent to his property, and in the event of such Member failing so to maintain such sidewalk to the satisfaction of the Association, the Association shall be entitled to take such action as may be necessary for the maintenance of such sidewalk and to charge the Member concerned. In the event of the Association requiring any Member to maintain the sidewalk as aforesaid, the Trustees shall, in determining the levy payable by such Member, take into account the saving to the Association resulting from the Member himself maintaining such sidewalk.

27.5. The Association may enter into agreement with Members for the provision of amenities and services to the Members and to levy a reasonable charge in respect of the provision thereof.

27.6. In the event of the Association electing to provide a security service and/or other services for Members in the Township, all Members shall be obliged:

- 27.6.1. To permit the installation of any equipment in the Units for the purpose of such services as may be determined by the Association from time to time;
- 27.6.2. To make payment of the charges raised by the Association in respect of such services;
- 27.6.3. Abide by such terms and conditions of the provisions of such services as may be laid down by the Association from time to time.
- 27.7. Where the boundary of any Member's property also constitutes the boundary of the Township, such Member shall be obliged to permit the Association to erect upon such Member's property immediately adjacent to such boundary, such walling or other fencing as the Developer and/or the Association may determine. Such Member shall not be entitled to interfere in any manner whatsoever with any such walling or fencing, and shall permit the Association from time to time access to such Member's property in order to inspect such walling or fencing and to effect such repairs as may be necessary from time to time. In the event of any such Member wishing to erect his own walling or fencing, he shall be obliged to erect same within the walling or fencing referred to above and subject to such conditions as the Homeowners Association may lay down to permit the Association access to the boundary walling or fencing concerned.
- 27.8. No Member shall transfer his Unit until the Board of Trustees under the hand of one of its members has certified that the Member has at date of transfer fulfilled all his financial obligations to the Association. No Unit or any interest therein shall be alienated without the consent of the Association. Such consent shall not be withheld unless:
- 27.8.1. Such Member is indebted to the Association in any way in respect of levies or other amounts which the Association may in terms of these presents be entitled to claim from him;
- 27.8.2. The proposed transferee has not agreed to become a Member of the Association.
- 27.8.3. Such Member remains in breach of any of the provisions of these presents or any rules after notice from the Trustees requiring him to remedy such breach. The Trustees in issuing the certificate referred to in Article 27.8 above shall be entitled to charge a reasonable fee therefore to be determined by the Trustee from time to time subject to review by the Association in general meeting.
- 27.9. The provisions of these Articles shall be binding upon all Members and, insofar as they may be applicable to all persons occupying any Unit by through or under any Member, whatever the nature of such occupation. No Member shall let or otherwise part with occupation of his Unit without the consent of the Association, which consent shall only be withheld if the Association is not satisfied that the proposed occupier of the Unit has complied with the provisions of Article 3.4 above.
- 27.10. The Trustees may delegate such of their powers to a Managing Agent as they may determine subject to any restriction imposed or direction given at any general meeting of the Association.