

SECTION J – GLOSSARY OF DEFINITIONS AND TERMS

1. DEFINITIONS

- 1.1. In this agreement, unless inconsistent with or otherwise indicated by the context, the following words and phrases shall have the following meanings:
 - 1.1.1. "the Act" means the Companies Act, 1973;
 - 1.1.2. "Affected Person" means an Owner, a Purchaser, a Lessee or any other person who has acquired a right to occupy, use, enjoy or take possession of any Property, whether temporarily or permanently, and shall also include any person who has contractually bound themselves to abide by the provisions of this Manual, or any part thereof;
 - 1.1.3. "Affected Transaction" means any transaction embodied in a Deed of Sale, Lease or any other agreement in terms of which an Owner or Purchaser parts with or grants to another person a right of access, any real right, any limited real right or any rights of temporary use and/or enjoyment in respect of any part of the Property;
 - 1.1.4. "Agricultural Land" means Portion 25 of the Estate, being 65,5146 hectares in extent, together with any improvements thereon;
 - 1.1.5. "Architect" means Mr Vito Coppola or any other architect as appointed by the Developer during the Development Period, and thereafter as appointed by the Association from time to time;
 - 1.1.6. "Articles" means the duly registered Articles of Association of the Association, as amended from time to time;
 - 1.1.7. "Associated Persons" means The Owner's family, associates, invitees, visitors, employees, representatives, contractors, subcontractors, successors-in-title and any other Affected Persons;
 - 1.1.8. "Association" means the Wild Dog Estate Home Owners' Association incorporated in terms of Section 21 of the Act, under registration number: 2006/007482/08;
 - 1.1.9. "Auditors" means the auditors of the Association;
 - 1.1.10. "Basic Services" means all services required to be provided by the Developer of the Scheme to owners of properties within the Scheme in terms of the DFA Judgement;
 - 1.1.11. "Board" means the Board of Trustees of the Association, which consists of the duly appointed Directors of the Association, and "Directors" shall bear a similar meaning;
 - 1.1.12. "Breach" shall mean a breach of the provisions of this Manual;

- 1.1.13. "Buildings" means any Structures and any other improvements to be erected by or at the instance of any Owner on any Stand, and which shall be erected in accordance with the Plans and Specifications, and otherwise in accordance with the provisions of the Manual in general;
- 1.1.14. "Building Contract" means any agreement relating to the construction of Buildings;
- 1.1.15. "Chairman" means the chairman of the Board of Trustees;
- 1.1.16. "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;
- 1.1.17. "Common Land" means Portions 29, 72, 73 and 74 of the Estate;
- 1.1.18. "Common Property" means the Property including those parts of the Estate which were required to be transferred to the Association in terms of the DFA Judgement, but excluding:
 - 1.1.18.1. any exclusive use area as determined by the Association;
 - 1.1.18.2. the reserved development areas being Portions 25, 26, 27 & 28 of the farm Lot WP3 Number 9418, Registration Division FS; and
 - 1.1.18.3. any Individual Portions or Stands; and
 - 1.1.18.4. any other land or portion of land identified by the Developer or the Association from time to time, in their sole and unfettered discretion, as being for specific, exclusive, private, reserved or restricted use and not forming part of the Common Property.
- 1.1.19. "Conduct Rules" means the Rules contained in Section C of this Manual;
- 1.1.20. "Deed of Sale" means and shall be deemed to include any agreement in terms of which any of the Stands, the Stables, the Agricultural Land or the Hotel is alienated, encumbered or otherwise disposed of by the Owner or Purchaser thereof;
- 1.1.21. "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) Development Application Number: 2003/1097, as amended;

- 1.1.22. "Development Period" means the period from the establishment of the Association until all Stands within the Township have been sold by the Developer; alternatively, when the Developer notifies the Association that it waives the rights herein conferred upon it during the Development Period.
- 1.1.23. "Developer" means Wild Dog Estate (Proprietary) Limited, Registration. No. 2003/029461/07;
- 1.1.24. "DFA Judgement" means the judgement of the Development Tribunal (Kwazulu-Natal) in terms Chapter V Section 31 (2) of the Development Facilitation Act 67 of 1995 in approving Development Application Number: 2003/1097, as amended from time to time;
- 1.1.25. "EMP" means the environmental management plan (as amended) in respect of the Development as approved by the Department of Agriculture and Environmental Affairs (KwaZulu-Natal);
- 1.1.26. "Estate" means Portion 24 of the Farm Lot WP3 Number 9418, Situated in the Administrative District of Natal, Province of KwaZulu-Natal, in extent 363,6109 Hectares
- 1.1.27. "External Building Guidelines" means the contents of Section I of this Manual, as amended from time to time;
- 1.1.28. "Fines" means a financial penalty to be imposed on an Owner by the Trustees in respect of any breach of the Rules by the Owner or the Owner's agents, representatives, contractors, sub-contractors, employees, guests, invitees, family, friends or Lessee, which financial penalty shall be added to the levy account of the relevant Owner for the month in which the said breach was committed, in accordance with the categorisation of the breach as set out below, and as determined with reference to any specific provisions of the Manual or in the absence of such specific provisions then as otherwise set out in paragraph 4 below. Amounts payable in respect of each of the Categories of breaches shall be as follows:
- 1.1.28.1. "Category 1 breach" – R500.00 (Five Hundred Rand);
- 1.1.28.2. "Category 2 breach" – R1,000.00 (One Thousand Rand);
- 1.1.28.3. "Category 3 breach" – R5,000.00 (Five Thousand Rand);
- 1.1.28.4. "Category 4 breach" – R10,000.00 (Ten Thousand Rand);
- 1.1.28.5. "Category 5 breach" – R50,000.00 (Fifty Thousand Rand);
- 1.1.29. "General Plan" means the general plan in respect of the Estate compiled from the layout plan as approved in terms of the DFA Judgement and as finally approved by the Surveyor General, and "Township Plan" shall bear the same meaning;

- 1.1.30. "General Building Guidelines" means the contents of Section H of this Manual, as amended from time to time;
- 1.1.31. "Hotel" means Portion 28 of the Estate, being 16. 0278 hectares in extent, together with any improvements thereon;
- 1.1.32. "Interest Rate" means the interest rate published in terms of the Prescribed Rate of Interest Act 55 of 1975, from time to time
- 1.1.33. "Internal Building Guidelines" means the contents of Section J of this Manual, as amended from time to time;
- 1.1.34. "Lease" means any Agreement in terms of which an Owner parts with the right of use, enjoyment and/or or physical possession of any property forming part of the Estate, and "Lessee" shall mean any person, trust or other entity which acquires such a right from the said Owner;
- 1.1.35. "Land Surveyor" means Mr Ivan Freese of Tarboton, Holder and Ross Land Surveyors, or any other surveyor appointed by the Developer from time to time during the Development Period, and thereafter by the Association from time to time;
- 1.1.36. "Layout Plan" means the Layout Plan as approved by the DFA Tribunal, as amended from time to time;
- 1.1.37. "Managing Agent" means any person or body appointed by the Association as an independent contractor to undertake any of the powers, functions and/or duties of the Association;
- 1.1.38. "Manual" means the contents of the entire document to which this list of definitions is attached, together with any annexures, schedules of appendices hereto, as amended from time to time by the Trustees;
- 1.1.39. "Member" means an Owner, whose details shall be reflected as such in the members' register of the Association, in terms of the Articles;
- 1.1.40. "Owner" means any person, trust or other entity that is reflected as the lawful owner (alone or together with other joint owners) from time to time of each Stand, the Agricultural Land, the Stables and the Hotel;
- 1.1.41. "penalty" means any Fine or other punitive or corrective measure imposed on an Affected Person in terms of this Manual;
- 1.1.42. "Purchaser" means and shall be deemed to include any person, trust or other entity who acquires a Stand from the Developer or any Owner;

- 1.1.43. "Plans" means the draft building plans to be attached to any Building Contracts, prepared by or at the instance of any Purchaser, which shall be subject to the prior written approval of the Architect, and shall further comply with the Rules, Specifications, EMP and any other limitations imposed by the Developer, the DFA Judgement or any other law;
- 1.1.44. "Property" means any immovable property forming part of the Estate;
- 1.1.45. "Rostal Construction" means Rostal Construction (Pty) Ltd, registration number 2005/003573/07, or any other construction company nominated and approved of by the Developer from time to time;
- 1.1.46. "Rules" means any rules or other provisions contained in this Manual which are clearly intended to prescribe or prohibit certain conduct, and which will be deemed to be binding on all Affected Persons from the earliest date upon which the relevant Affected Person became an Owner or entered into an Affected Transaction;
- 1.1.47. "Scheme" means the Development on the Estate as finally reflected on the General Plan and in the Township Register referred to in Section B paragraphs B 5 & 6 of the DFA Judgement;
- 1.1.48. "Sectional Unit" means a dwelling unit the tenure of which is regulated in terms of the Sectional Titles Act No 95 of 1986, as amended;
- 1.1.49. "Services" means the Basic Services together with any other services which are required to be established and properly maintained for the proper operation of the Scheme, including but not limited to electricity, water, sanitation, fencing, security and access control, fire control services, flora and fauna protection and development, roads and footpaths, airfield and runway maintenance (if applicable at any time in future), and any other recreational or other facilities or services to be established and/or maintained by the Association as decided by the trustees of the Association from time to time.
- 1.1.50. "Specifications" means the specifications and guidelines with which all Buildings and other improvements on any Stand shall comply, referred to in the General Building Guidelines, the External Building Guidelines and the Internal Building Guidelines, as amended by the Association from time to time, and also including any written directives or instructions given the Architect to the Owner or Purchaser from time to time;
- 1.1.51. "Stables" means Portion 26 of the Estate, being 0,8892 hectares in extent, together with any improvements thereon;

- 1.1.52. "Stands" means Portions 30 to 71 (both included) of the farm Lot WP3 Number 9418, Registration Division FS, and "Individual Portions" shall have the same meaning. "Stand" or "Individual Portion" shall mean any one of them as the context may indicate;
- 1.1.53. "Structure" means a permanent or semi-permanent structure including foundations, brickwork, carpentry, stonework, concrete, re-enforcing, plasterwork, cladding, floors, glazing, tiling, plumbing, electrical installation and the roof together with all other components usually or reasonably incidental or accessory thereto;
- 1.1.54. "Township" refers to any township or sectional title scheme established in connection with or pursuant to 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.
- 1.1.55. "Township Register" means the township register opened or to be opened in terms of section 46(1) of the Deeds Registries Act, Act 47 of 1937, in respect of the Development as required by the DFA Judgement;
- 1.1.56. "Trustees" means the Trustees of the Association who shall, for the purpose of the Act, be the Directors of the Association;
- 1.1.57. "Unit" means a Stand, together with a Villa, together with any rights in respect of Common Property in favour of the Owner of that Stand;
- 1.1.58. "Vice-Chairman" means the vice-chairman of the Board of Trustees;
- 1.1.59. "Villa" means Buildings constructed for residential purposes on a Stand in accordance with duly approved plans and the Specifications, together with any associated outbuildings and the surrounding gardens;
- 1.1.60. "WDE" means Wild Dog Estate (PTY) LTD, Registration Number 2003/029461/07; and "Developer" shall have the same meaning;

2. **INTERPRETATION**

- 2.1. The singular shall include the plural and vice versa and words importing one gender shall include the other genders, and natural persons includes judicial persons and vice versa;
- 2.2. Headings to paragraphs are for reference purposes only and are not be used in the interpretation of the Manual.

- 2.3. Where a definition contains a substantive provision or imposes an obligation, such provision or obligation shall be binding on Affected Persons and Associated Persons, notwithstanding that it is contained in the definitions paragraph above.
- 2.4. Where a word defined above is used without a capital letter, it shall be deemed to refer to the defined term unless the context clearly indicates otherwise.

3. ***CONFLICTS WITH MEMORANDUM AND ARTICLES OF ASSOCIATION***

In the event of a clash between any of the definitions or rules of interpretation set out above, and those contained in the Association's Memorandum of Association or Articles of Association, then the provisions of, and the definitions contained in the latest Memorandum of Association and Articles of Association duly registered in terms of the Act shall prevail.

4. ***MISCELLANEOUS CATEGORISATION OF BREACHES***

4.1. ***Breach relating to Conduct and Behaviour***

Any breach of the Conduct Rules or other behavioural rules shall constitute a Category 1 breach, provided that every subsequent repetition of the same breach will escalate the severity of the breach to the next category, unless otherwise decided by the Trustees.

4.2. ***Breaches relating to safety and security***

Any breach relating to the safety or security of persons or property in the Estate shall be regarded as serious, and constitutes a Category 3 breach, unless the Trustees decide on a lesser penalty.

4.3. ***Breaches relating to the environment***

Any breach involving negligent or reckless conduct resulting in harm to the environment will be regarded as serious, and constitutes a Category 3 breach, unless the Trustees decide on a lesser penalty. In addition to any penalty, the Trustees shall be entitled to recover from the relevant Owner an amount equal to the full cost of rehabilitating any present or future environmental damage together with any professional fees of environmental experts, engineers or other consultants, and which amount shall be due and payable on demand once the Trustees have received quotes in respect of the said rehabilitation work and professional fees.

4.4. ***Breaches in respect of specifications and architectural guidelines***

Any breach of the Specifications shall be regarded as a Category 1 breach, provided that each repeat of the same breach shall result in the penalty escalating to the next Category, unless otherwise decided by the Trustees. Such penalties shall be in addition to any other rights of the Association, the Developer and the Trustees to prevent such breaches and/or order the relevant Owner to remedy the breach. Should the relevant Owner fail to remedy the said breach, the Trustee shall be entitled to take such steps to remedy the breach as they may deem fit, including the demolition of any Buildings or Structures, and to recover the cost.