

## **SECTION B - WILD DOG ESTATE HOME OWNERS ASSOCIATION**

### **1. INTRODUCTION**

- 1.1. The Wild Dog Estate Home Owners Association will be referred to in this Manual as “WDHOA” or "the Association". Other terms with specific meanings are defined in Section L of this Manual (*Glossary of Terms and Definitions*).
- 1.2. WDHOA’s intention is that all of its members can make use of the whole Estate, with the exception of those areas specifically set aside for other purposes, and that they are able to co-habitat in peace and harmony with each other, thus enjoying the wonderful gift God has given us to the fullest. To achieve this simple objective WDHOA must necessarily impose and enforce many complex rules, procedures and other regulatory measures to ensure that the property is protected, not only for all concerned now, but also for the Members’ successors and all the generations to come.
- 1.3. WDHOA management is working for you, the Member, and therefore management deserves your co-operation and respect. **“Respect and consideration for others”** should be our motto and applicable to all Residents in their dealings with each other.
- 1.4. This section is merely an introduction to and a guideline on how WDHOA operates. Be advised that WDHOA derives its legal authority and statutory powers by virtue of its Articles of Association duly registered in terms of the Companies Act 61 of 1973, a copy of which is annexed as Section K of this Manual. The Articles lay down definitions, powers of Trustees, rights and duties of Members, procedures and other matters related to the proper administration of the affairs of the Association. For the comprehensive set of rules kindly read the Articles of Association enclosed in this manual.

### **2. MANAGEMENT OF WDHOA**

- 2.1. WDHOA is a Section 21 Company which is a non-profit organisation and which belongs to, and is the responsibility of all the Owners. It administers and manages the day to day running of the Estate and ensures that it is developed and maintained for the benefit of future Owners.
- 2.2. Membership to WDHOA is obligatory. Every Owner is obliged to be a member of WDHOA and no Owner may resign his membership as long as he owns property on Wild Dog Estate. Title Deeds of all properties forming part of the Estate will be endorsed with conditions giving effect to this dispensation, and all subsequent alienations, disposals or encumbrances of any such properties will always be subject thereto, and to any other restrictions or conditions contained in this Manual or stipulated in the Articles or any Deed of Sale
- 2.3. The management of WDHOA is undertaken by the Trustees in terms of the Articles. The Articles grant the Trustees the power to make or amend the Rules, determine and collect levies, control residential and commercial activity on the Estate, impose penalties and fines and administer Basic Services, in addition to various other powers and duties.

### 3. **STRUCTURE OF THE WDHOA**

- 3.1. Should any differences arise between Members, WDHOA suggests that as a first step, Members should try and resolve the matter amongst themselves, using our motto of “**Respect and consideration for others**” as a guideline. Should an amicable solution not be possible then all grievances must be submitted to the Chairperson of the Board of Trustees, in writing.
- 3.2. Should any Member fail to comply with the Rules, WDHOA reserves the right to impose penalties in the form of fines and cost recoveries which will be added to the levy account of the relevant Member. Further, WDHOA may enforce the Rules and other provisions of this Manual by instituting legal proceedings in Court.
- 3.3. WDHOA will gladly consider any constructive criticism or proposal which is deemed reasonable to amend the Rules and other provisions of this Manual. Such suggestions should be submitted in writing to the Chairperson of the Board of Trustees for review.

### 4. **INDEMNITY AND WAIVER**

- 4.1. The use by the members and residents or their spouses, children, parents, servants, guests, employees, contractors, agents, invitees and tenants of the roads, common property, infrastructure, services, facilities and open space areas is at all times entirely at their own risk. Members and residents shall be obliged to inform their spouses, children, parents, servants, guests, employees, contractors, agents, invitees and tenants of the contents of this paragraph 4.1. Every member of the Association by agreeing to become an owner of property within the Estate thereby waives any right or claim which may accrue to them against the Association or its directors in connection with any loss or damage suffered by virtue of damage to or loss of property or the personal injury or death of the member or his spouse, children, parents, servants, guests, employees, contractors, agents, invitees or tenants occasioned while anywhere in the Estate from any cause whatsoever. Every member hereby indemnifies the Association and its directors against any costs and all liabilities arising from or in connection with any claim made against the Association or its directors made by the member's spouse, children, parents, servants, guests, employees, contractors, agents, invitees or tenants. This indemnity will, without limiting the generality of the foregoing, extend to any loss, damage or injury caused by animals owned or kept by the Association or any member of the Association, and any vehicle or machinery operated by or on behalf of the Association, and any plant growing on the Estate.
- 4.2. Without limiting the generality of the foregoing, it is specifically recorded that the Association shall not be liable for any loss, damage, death or injury arising from or in connection with the use, enjoyment or traversing by members and residents or their spouses, children, parents, servants, guests, employees, contractors, agents, invitees and tenants, of any infrastructure or natural geological features present on the estate, or of any steps, structures, equipment, apparatus or barriers erected or present thereon. The relevant member or resident at all times indemnifies the Association and holds it harmless against any such claims.

- 4.3. Any steps, structures, equipment, apparatus or barriers erected by or on behalf of the association on any infrastructure or natural geological features present on the estate shall not constitute a representation that such features are safe, and such features shall at all times be treated as highly dangerous by members and residents and their spouses, children, parents, servants, guests, employees, agents, contractors, invitees and tenants.

## **5. NOTICES / QUERIES / SUGGESTIONS / COMPLAINTS**

- 5.1. All Members are encouraged to participate in the running of the Estate and WDHOA would welcome any constructive suggestions or criticism.
- 5.2. All suggestions, queries and complaints should be directed in writing to the Estate Manager, where appropriate action will be taken and dealt with as expeditiously as possible. Either drop off the letter at the Estate's offices or post to:

WDHOA Estate Manager  
PO Box 410,  
Underberg, 3257

- 5.3. Notices:

Any written notice addressed to an Owner or occupant of a Stand will be deemed to have been received and its contents to have come to the addressee's notice if:

- 5.3.1. it is delivered at the Stand to any person seemingly in occupation of the property and seemingly fourteen years of age or older; or
  - 5.3.2. it is attached to or placed under what appears to be the main entrance door or gate to the Villa; or
  - 5.3.3. it is posted by prepaid registered mail to any postal address of which the owner may have advised the Association in writing, then seven days after posting thereof in Underberg.
- 5.4. Notices addressed to the Association shall be addressed to the Trustees of the Association and handed to the WDHOA Estate Manager for the attention of the Chairman of the Board of Trustees.

## **6. ENFORCEMENT OF RULES**

- 6.1. For the enforcement of any of the Rules made by the Trustees in terms of the Articles, the Trustees may:
  - 6.1.1. Give notice to the Member concerned requiring him to remedy such breach within such period as the Trustees may determine;

- 6.1.2. 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
- 6.1.3. 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
- 6.1.4. Take such other action including proceedings in Court, as they may deem fit;
- 6.2. In the event of the Trustees taking legal steps or instituting any legal proceedings against any Member or resident within the Estate 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.
- 6.3. 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.
- 6.4. 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.
- 6.5. 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.
- 6.6. 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.

## **7. APPOINTMENT OF MANAGING AGENT**

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 from time to time.