

**HIGHLAND GATE HOME OWNERS ASSOCIATION NPC  
(Association Incorporated under Section 21)**



**GOLF & TROUT ESTATE**  
DULLSTROOM • SOUTH AFRICA

**ANNEXURE "A"**

I certify that these are the new Articles of Association of the Association which were adopted in terms of a Special Resolution passed at a general meeting of the members of the Association held on 15 July 2006

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JENNIFER ALICE VAN DER MERWE  
For and on behalf of  
SECORP SECRETARIAL SERVICES (PTY) LTD  
SECRETARY  
15 July 2006  
DATE

**REPUBLIC OF SOUTH AFRICA  
COMPANIES ACT, 1973**

ARTICLES OF ASSOCIATION OF A COMPANY

NOT HAVING A SHARE CAPITAL

Section 60(1) : Regulation 18

Registration Number of Company

2005/030810/08

**HIGHLAND GATE HOME OWNERS ASSOCIATION**

(ASSOCIATION INCORPORATED UNDER SECTION 21)

- A The Articles of table A or table B contained in Schedule 1 to the Companies Act 1973, as amended, shall not apply to the Association.
- B The Articles of the Association are as follows:

## 1. DEFINITIONS

1.1 In these Articles, unless the context otherwise indicates

“the Act”	means the Companies Act No 61 of 1973, and any amendment or modification thereof or substitution therefore from time to time.
“alienate”	means alienate any erf or part thereof whether by way of sale, exchange, donation, deed, intestacy, will, cession, assignment, court order or insolvency, change in shareholding of a company or membership in a close corporation irrespective of whether such alienation is subject to a suspensive or resolute condition, and alienation shall have a corresponding meaning.
“authorised representative”	means a person authorised to act as the representative of any natural person, company or an association of persons as the case may be.
“Architect”	means the Architect appointed from time to time by the DEVELOPER and subsequent to the development period, by the ASSOCIATION.
“architectural and development guidelines”	means the Architectural and Development Guidelines from time to time as prescribed by the Architect in respect of the development approved by the local authority, as may be amended from time to time.
“auditors”	means the auditors of the ASSOCIATION appointed from time to time by the ASSOCIATION.
“the ASSOCIATION”	means the Highland Gate Home Owners Association (Association Incorporated under Section 21 of the Act).

“the BOARD” means the Board of Directors of the ASSOCIATION for the time being.

“chairman” means the chairman as defined in the Act for the time being appointed in terms of article 20.5.

“clubs” means the Golf Club, Equestrian Centre, Wellness Centre and Trout Club to be established on the development area.

“common property” means the whole of the development area or township and all improvements thereon, including any access road and/or servitudal right of access, but excluding the following parts thereof:

- the Golf Course;
- the Golf Club;
- the Lodge;
- the Equestrian Centre;
- the Wellness Centre;
- the residential erven;
- the Trout Club;
- the Maintenance Workshops

“Council” means the Highlands Municipality and its successor/s in title.

- “design review committee” means, until the development period has lapsed, the DEVELOPER acting alone through the Architect and after such period a committee of at least three persons appointed by the director.
- “the DEVELOPER” means GATE DEVELOPMENTS (PROPRIETARY) LIMITED, registration number 1996/005109/07 and includes its successors-in-title or assigns.
- “development area” means the land comprising:
- Portion 19 (a portion of Portion 6) of the farm Kareekraal No. 135 JT held under Deed of Transfer number T44612/73 in extent 317,6275 hectares;
  - Remainder of Portion 9 of the farm Kareekraal No. 135 JT; and
  - Portion 24 of the farm Kareekraal No. 135 JT.
- “Developer director” means a director appointed by the DEVELOPER.
- “the Development Period” means the period from the date of establishment of the ASSOCIATION until completion of the whole proposed Highland Gate development in accordance with the approved master plan or subsequent amendments thereto, the sale of all erven by the DEVELOPER in the township, and the construction of all houses on the residential erven.
- “directors” means the directors of the ASSOCIATION consisting of the Developer director/s and Member director/s.

“the Equestrian Centre”	means the Equestrian Centre operating from the development area.
“erf”	means any erf, portion or subdivision of the development area and includes all improvements thereon.
“the Estate”	means the development area as may be phased or subdivided from time to time, and any other land added to this area by the Developer.
“Estate Manager”	means the Estate Manager appointed by the DEVELOPER, or the BOARD, from time to time in terms of article 21.
“facilities”	means all and any facilities or amenities of whatsoever nature which may be provided within the development area and forming part of the common property.
“financial year”	means the financial year of the ASSOCIATION which shall run from the date of establishment of the ASSOCIATION until the last day of February next and thereafter from the first day of March in each year until the last day of February in the subsequent year.
“the Golf Course”	means the golf course to be constructed within the township and includes the clubhouse with associated facilities and all sporting, recreational and other facilities owned and controlled by the club.
“levy”	means the levies referred to in article 4.
“Local Authorities”	means the local authorities having jurisdiction over the Estate.
“the Lodge”	means the facility situate on the lodge erf.

“member”	means a member of the ASSOCIATION.
“Member director”	means a director appointed by the members.
“the Memorandum”	means the Memorandum of Association of the HIGHLAND GATE HOME OWNERS’ ASSOCIATION (Association Incorporated under Section 21 of the Act).
“month”	means a calendar month.
“the office”	means the registered office of the ASSOCIATION.
“owner”	means a registered owner of an erf as registered in the relevant Deeds Office.
“these presents”	means the Articles of Association, as originally framed or as amended from time to time by Special Resolution,.
“private sale”	means the sale introduced, negotiated and concluded directly between the registered owner and any purchaser of any erf without the medium (either direct or indirect) of any third party.
“registered owner”	means a registered owner of an erf as registered in the relevant Deeds Office.
“residential erf/erven”	means any erf designated for residential use and any reference to residential erven shall mean more than one residential erf.

“residential membership”	means the right of a member to have access to and enjoyment of an entertainment, recreational facilities and other amenities in respect of the township, but excluding playing rights in respect of the golf course.
“services”	means such utilities and amenities as may be provided by or on behalf of the ASSOCIATION for the registered owners and residents within the township and/or the development area.
“township”	means the township to be proclaimed as Dullstroom Extension 3, 4 and 5 to be known as Highland Gate comprising the development area.
“the Trout Club”	means the club situated on the development area, which club shall include but not be limited to the maintenance of trout fishing facilities, provision of fishing stock and the fishing of trout.
“the Wellness Centre”	means the Golf Course erf and common property, which includes the Wellness Centre building, swimming pool and tennis courts.
“in writing”	means writing, printed or lithographed or partly one and partly another, and other modes of representing or producing words in a visible form.
“year”	means a calendar year.

## 1 INTERPRETATION

- 1.1 Unless the context otherwise indicates, words importing the singular shall include the plural and vice versa, words importing any one gender shall include the other genders and any reference to a person shall include a company incorporated or registered as such under any law, any body of persons corporate or unincorporated and any trust whether testamentary or *inter vivos*.
- 1.2 Subject as aforesaid, any words, or expressions defined in the Act or any statutory modifications thereof 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.
- 1.3 The headings to the articles in these presents are for reference purposes only and shall not be taken into account in the interpretation of those articles.
- 1.4 If a member consists of more than one person, they shall be jointly and severally liable in *solidum* for all such member's obligations in terms of these presents.
- 1.5 The Annexure "1" to these presents is deemed to be incorporated in and form part of the Articles of Association of the ASSOCIATION.

## 2 OBJECTS AND RESPONSIBILITIES OF THE ASSOCIATION

- 2.1 The township is of a homogenous nature and notwithstanding the fact that members hold title to their erven individually the ASSOCIATION, through its Board of Directors, shall have all the powers that are necessary to accomplish the fulfillment of all objectives of the ASSOCIATION, including, but not limited to the powers specifically contained in these presents.
- 2.2 The following objects are included in the ancillary objects of the ASSOCIATION and it is the duty of the Board of Directors to ensure that they are implemented:
  - 2.2.1 take transfer of those portions of the common property that are to be owned by the ASSOCIATION for the benefit of its members;
  - 2.2.2 to enter into agreements of servitude for the benefit of its members or any adjacent property development;
  - 2.2.3 to manage, oversee and control all security aspects of the township;
  - 2.2.4 to enter into agreements for the provision of any services with any competent authority or any other third party, inter alia including the provision of access to the township, water, electricity and sewerage services to the ASSOCIATION and where required to supply such services to the various members of the ASSOCIATION;



- 2.2.5 to administer and enforce the architectural and development guidelines, and the estate rules;
- 2.2.6 to control the registration of transfer of erven in the township and ensure compliance within the township with all conditions imposed by the Local Authority when approving the rezoning and/or subdivision of the property/ies comprising the development area;
- 2.2.7 to act as assignee of all the powers and functions of any body corporate in any sectional title scheme forming part of the township;
- 2.3 The ASSOCIATION shall be responsible to ensure compliance, implementation and enforcement, in respect of the township, of any condition imposed by any authority in terms of the land Use Planning Ordinance 15/1985, Environment Conservation Act 73/1989, the National Environmental Management Act of 1998 or any other planning or environmental law, including any Environmental Plan approved in respect of the township.
- 2.4 Without limiting the generality of articles 2.2.1 to 2.2.7, the ASSOCIATION shall have the following powers and functions:
  - 2.4.1 The responsibility to maintain, repair, improve and keep in good order and condition the common property and the responsibility for the payment of all rates and taxes, all services charges and other taxes and/or levies charged and payable to the Council or any authority in respect of the common property and/or for payment of the salaries and/or wages of the employees of the ASSOCIATION and generally for the payment of all expenses necessarily or reasonably incurred in connection with the management of the ASSOCIATION, and the ASSOCIATION'S affairs, including all and any expenses reasonably or necessarily incurred in the attainment of the objects of the ASSOCIATION or the pursuit of its business.
  - 2.4.2 The right to impose levies upon the members of the ASSOCIATION for the purpose of meeting all the expenses that the ASSOCIATION has incurred or to which the BOARD reasonably anticipate the ASSOCIATION will incur in the attainment of the objects of the ASSOCIATION in pursuit of its business.
  - 2.4.3 To ensure that all provisions of these presents are complied with by all members/parties bound thereby.
  - 2.4.4 It is recorded that the owners for the time being of the Golf Course, Lodge, Equestrian Centre and Trout Club shall be liable as members of the ASSOCIATION to pay the levies imposed on them in terms of these presents.
  - 2.4.5 To promote, advance and protect the township and the interests of the ASSOCIATION and all members.

2.4.6 The responsibility for the management and control of the common property shall be transferred from the DEVELOPER to the ASSOCIATION upon completion of the infrastructure services in respect of a phase or phases to the satisfaction of the Council and when transfer of such responsibility is tendered to the ASSOCIATION by the DEVELOPER. The DEVELOPER will, however, remain obliged and responsible to complete the development programme in accordance with the conditions of approval imposed by the relevant authorities.

### **3 MEMBERSHIP OF THE ASSOCIATION**

3.1 The number of members of the ASSOCIATION shall not be less than 7 (seven).

3.2 Membership of the ASSOCIATION shall be limited to the subscribers to the Memorandum and to the registered owners of erven in the township provided that:

3.2.1 the DEVELOPER in its capacity as such (represented by one or more nominees) shall be deemed to be a member/s during the development period; and

3.2.2 where any such registered owner is more than one person, all the registered owners of the erf shall be deemed jointly and severally to be one member of the ASSOCIATION and shall nominate one of them to represent them and to vote at meetings of the ASSOCIATION.

3.3 Membership of the ASSOCIATION shall be compulsory for every registered owner of an erf in the development area.

3.4 Membership shall commence simultaneously with the registration of transfer of an erf into the name of the transferee.

3.5 When a member ceases to be the registered owner of an erf, he shall ipso facto cease to be a member of the ASSOCIATION, save for the DEVELOPER who shall remain a member of the ASSOCIATION during the development period.

3.6 The rights and obligations of the members shall rank in accordance with the provisions of these presents.

3.7 Anything to the contrary herein before contained or implied, notwithstanding the cessation of his membership shall in no way release a member from any obligation undertaken by him prior to the cessation of his membership pursuant to:

3.7.1 any provision of these presents; or

- 3.7.2 any further or ancillary guarantee, commitment or obligation, which such member may have undertaken.
- 3.8 Membership shall be personal to the person in question and may not be assigned or transferred by them to any other natural person or entity.
- 3.9 The ASSOCIATION shall, at its registered office, keep a register of members as provided for in Section 105 of the Act, and shall enter therein the names and addresses of its members, the date on which the name of each person was entered into the register as a member and the date upon which any person ceased to be a member. The register of members shall be open to inspection as provided for in Section 113 of the Act.
- 3.10 The directors may by regulation provide for the issue of a membership certificate, which certificate shall be in such form as may be prescribed by the BOARD;
- 3.11 The BOARD may by regulation further prescribe appropriate application documentation including inter alia the following:
- 3.11.1 an application to register as a member of the ASSOCIATION;
- 3.11.2 an undertaking by a proposed member to comply with all the obligations imposed on members in terms of these presents, which undertaking must be signed by the proposed member and deposited with the ASSOCIATION prior to the ASSOCIATION issuing a clearance certificate or consent to transfer an erf in favour of such a proposed member from any existing member, provided always that this paragraph will not apply in respect of the transfer or alienation by the DEVELOPER of an erf in favour of a proposed member;
- 3.11.3 the registration of certain conditions to be stipulated in the title deed of any erf;
- 3.11.4 a special power of attorney furnished by an existing member or proposed member in favour of the DEVELOPER and subsequent to the development period in favour of the ASSOCIATION (as the case may be) in terms whereof the existing member and/or proposed member authorise and appoint the DEVELOPER or the ASSOCIATION (as the case may be) and at their election, in the event of a written building contract not being entered into with the DEVELOPER within a period of 2 (two) years from the date that the erf is registered in the name of the existing member, to dispose of the erf for an on behalf of the existing or proposed member, on such terms and conditions as may be determined by the DEVELOPER or the ASSOCIATION (as the case may be);
- 3.11.5 an undertaking by the member that should it dispose of its erf within a period of 2 (two) years from the date that the erf is registered in its name and at the time of disposal it has not entered into a written building contract with the DEVELOPER, that the proposed transferee of its erf is made aware of the obligation of the existing member to enter into

such building contract within 2 (two) years from the existing member obtaining transfer and that the proposed transferee is aware that it is required to execute a special power of attorney as stated in article 3.11.4.

3.11.6 The registered owner of an erf shall not be entitled to resign as a member of the ASSOCIATION.

3.12 Every member shall comply with:

3.12.1 the provisions of these presents and any rules or regulations passed by the ASSOCIATION in terms hereof;

3.12.2 the instruction of the architect and the estate rules;

3.12.3 any agreement concluded by the ASSOCIATION insofar as such agreement may directly or indirectly impose obligations on a member in its capacity as a member;

3.12.4 any directive given by the BOARD in enforcing the provisions of these presents.

3.13 The rights and obligations of a member are not transferable and every member shall to the best of his ability further the objects and interests of the ASSOCIATION.

3.14 The members shall be jointly liable for expenditure incurred in connection with the ASSOCIATION. If a member consists of more than one person such persons shall be jointly and severally liable in *solidum* for all obligations of a member in terms of these presents.

3.15 A member shall not sell, alienate or give transfer of an erf unless:

3.15.1 the proposed transferee has irrevocably bound himself to become a member of the ASSOCIATION and to observe the provisions of the constitution for the duration of his ownership of the erf;

3.15.2 the ASSOCIATION acting through the BOARD or the Estate Manager has issued a prior written clearance that all outstanding levies and all amounts of whatever nature owing to the ASSOCIATION by such member have been paid and that the member is not in breach of any of the provisions of these presents including any management or conduct rule and the provisions contained in article 3.15.6;

3.15.3 the proposed transferee acknowledges that upon the registration of transfer of the erf into his name, he shall ipso facto become a member of the ASSOCIATION;

- 3.15.4 the proposed transferee has executed the prescribed special power of attorney in favour of the DEVELOPER and/or ASSOCIATION (as the case may be) acknowledging that in the event of a written building contract not being entered into with the DEVELOPER within a period of 2 (two) years from the date that the erf is registered in the name of the existing member, the DEVELOPER or ASSOCIATION (as the case may be) shall be entitled to dispose the erf for and on behalf of the proposed transferee on the terms and conditions stated in the said power of attorney;
- 3.15.5 the conditions set out above are incorporated in the relevant Deed of Sale in terms whereof the transferee acquires the erf in question;
- 3.15.6 for the avoidance of doubt it is recorded that the provisions of this clause do not apply to the DEVELOPER, that there will be no restriction whatsoever on the ability of the DEVELOPER to pass transfer of any erf and that accordingly the DEVELOPER does not need a clearance certificate from the ASSOCIATION before it will be entitled to alienate or transfer any erf to any person or entity;
- 3.15.7 the member of the ASSOCIATION has complied with all provisions contained in these presents and any annexure thereto or any rule or regulation made in terms of these presents relating to the architectural and development guidelines of the township and with all rules and regulations in relation to the approval and compliance with approved building plans.
- 3.16 An ordinary member shall not without the prior written consent of the ASSOCIATION, who in granting or refusing such consent shall act in its absolute discretion, apply to the local authority or any other relevant authority for the subdivision or rezoning of an erf owned by the member, or make application for any consent use or waiver or departure or any other dispensation whatsoever in respect thereof. For the avoidance of doubt it is recorded that this clause does not apply to the DEVELOPER who does not need the consent of the ASSOCIATION in respect of the aforesaid or any other applications.
- 3.17 A member is required to ensure that the occupant of his erf, whether such occupation arises from an agreement of lease or otherwise, complies with all applicable provisions of these presents and the regulations. Without detracting from the foregoing the member shall remain bound by these presents notwithstanding such occupation and be jointly and severally liable for the acts and omissions of the occupant and for fulfilling his obligations under these presents
- 3.18 To ensure compliance with 3.17 above, each member shall, if it leases out any property:
- 3.18.1 enter into a written lease with the tenant in which the tenant is required to accept compliance with the estate rules, and to give an undertaking that he will abide by the

Estate rules, and in which the tenant is required to report to the ASSOCIATION and register his full details for security reasons prior to the taking of occupation;

3.18.2 be responsible to ensure that the tenant does thus register himself with the ASSOCIATION prior to taking occupation.

#### **4 LEVIES**

4.1 The ASSOCIATION shall establish and maintain a levy fund for the purposes of meeting all expenses of the ASSOCIATION in respect of:

4.1.1 the control, management and administration of the township;

4.1.2 in general the attainment of its main objects as described in its Memorandum of Association and these presents;

4.1.3 the maintenance of common property and the costs of services such as electricity, water and sewerage consumed or used on the common property;

4.1.4 the supply of any services rendered by the ASSOCIATION;

4.1.5 payment of all expenses necessary or reasonably incurred in connection with the management of the ASSOCIATION;

4.1.6 the costs of the provision of security to the township; and

4.1.7 in general the cost of fulfilling any of the obligations of the ASSOCIATION;

4.1.8 to act as bulk supplier to the township in respect of the services referred to in article 7 below.

4.2 The BOARD shall estimate the amount which will be required by the ASSOCIATION to meet the expenses referred to in article 4.1 above during each year, together with such estimated deficiency, if any, as shall result from the preceding year and may include in such estimate an amount to be held in reserve to meet anticipated future expenditure not of an annual nature;

4.3 The ASSOCIATION shall be entitled to require members, including the owners of the Golf Course, lodge, Trout Club, Equestrian Centre, in accordance with the procedures set out in article 4.4 below, to make contributions to such levy fund (in the form of levies), for the purposes of satisfying the expenses referred to in article 4.1 above.

4.4 The procedure for raising and collecting levies shall be as follows:

4.4.1 The BOARD shall submit the estimated expenditure referred to in article 4.1 and 4.2 to the annual general meeting of the ASSOCIATION for consideration. It is recorded that:

- 4.4.1.1 the meeting shall be obliged to approve the following items of expenditure that are charged to the ASSOCIATION by outside third parties:
- 4.4.1.1.1 all rates and taxes payable by the ASSOCIATION to the local authority in respect of the common property, as well as any service charges payable, including those for bulk services, by the ASSOCIATION to the local authority in respect of the township;
  - 4.4.1.1.2 the costs of the DEVELOPER's nominated provider of security services, including security guards, monitoring and surveillance;
  - 4.4.1.1.3 the fee payable to any estate manager with whom the ASSOCIATION has entered into an agreement.
- 4.4.1.2 The ASSOCIATION shall have a discretion in regard to approval of the level of services, and the cost thereof that the ASSOCIATION requires in respect of cleaning, gardening, general maintenance, etc.
- 4.4.2 The ASSOCIATION shall have its annual general meeting at least 60 (sixty) days prior to the financial year-end of the ASSOCIATION and, subject to article 4.4.1 above, decide on proposed increases of the levies and the amounts to be charged to members in respect thereof.
- 4.5 The ASSOCIATION may, from time to time by a resolution adopted by the BOARD, make special levies upon members effective from the date of passing of the applicable resolution in respect of such expenses referred to in 4.1 above which have not been included in the levies approved by the annual general meeting in terms of article 4.4 above, and such levies may be imposed and shall be payable in one sum or by such installments and at such time or times as the BOARD may determine in its resolution. The decision of the BOARD in calculating such special levies shall be final and binding on all members.
- 4.6 Any amount due by a member by way of a levy shall be a debt due by him to the ASSOCIATION payable on such time or times as determined by the BOARD. The BOARD may determine that a levy is payable annually in advance in respect of the year for which it is calculated or in such monthly installments as it may determine.
- 4.7 Until such time as a new levy pertaining to a forthcoming year has been determined pursuant to the provisions of this article 4, every member of the ASSOCIATION shall continue to pay the existing levy currently in force, on account of the new levy yet to be determined.

- 4.8 The obligation of a member to pay a levy shall cease upon his ceasing to be a member, save that he shall remain liable for all levies calculated up to the date upon which he ceases to be a member.
- 4.9 No levies paid by a member shall be repayable by the ASSOCIATION upon cessation of member's membership.
- 4.10 A member's successor in title to an erf shall be liable, as from the date upon which he becomes a member pursuant to registration of transfer of such erf in his name, to pay the levies attributable to that erf.
- 4.11 A member shall be obliged to pay interest on any levy not paid on the due date at the Prime Rate plus 3 (three) percentage points per annum calculated on the levies due from time to time from the due date until the date that the arrear levies have been paid in full to the ASSOCIATION.
- 4.12 The ASSOCIATION shall be entitled to require a member to sign a debit order authority to allow the ASSOCIATION or its authorised agent to collect levies directly from an operating bank account.
- 4.13 If any member fails to make payment on due date of levies and/or other amounts payable by such member including interest, the ASSOCIATION may give notice to such member requiring him to remedy such failure within such period as the ASSOCIATION may determine and should he fail timeously to make such payments, the ASSOCIATION may disconnect and/or discontinue any services to the property of such member and furthermore may institute legal proceedings against such member without further notice and such member will be liable for and shall pay all legal costs on the scale as between Attorney and own client together with collection commission and any other expenses and charges incurred by the ASSOCIATION in recovering such amounts.
- 4.14 No member shall (unless otherwise determined by the BOARD) be entitled to any of the privileges of membership including:
- 4.14.1 his right of access to and use of any of the facilities on the common property;
- 4.14.2 his right to vote until he shall have paid every levy and interest thereon and any other amount which may be due and payable by him to the ASSOCIATION.
- 4.15 The ASSOCIATION shall not be entitled to undertake on behalf of its members any permanent works of major capital nature without the sanction of a resolution of the members adopted during a general meeting of members. In this sub-clause "works of a major capital nature" means works that will cost more than R50 000 (fifty thousand Rand) (excluding Value Added Tax



- 4.16 In calculation of the levy payable by any member, the BOARD shall as far as reasonably practical:
- 4.16.1 apportion those costs relating to the common property to the owners of all erven equally, provided however that the BOARD may in any case where it considers it equitable to do so, apportion to any member any greater or lesser share of the costs as may be reasonable in the circumstances.
- 4.17 The ASSOCIATION may come to agreement with the DEVELOPER for the repayment by the ASSOCIATION to the DEVELOPER of ongoing costs or expenses incurred by the DEVELOPER for the provision of services to the owners.
- 4.18 The BOARD 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.
- 4.19 Should any dispute arise at any time between the members and the BOARD in regard to the determination or calculation of the levies, the decision of the auditors for the time being of the ASSOCIATION (acting as experts and not as arbitrators) in regard to such dispute shall be final and binding on the members and the BOARD.
- 4.20 In the event of any dispute arising in regard to the determination or calculation of any levy, every member shall until the determination of such dispute continue to pay the levies determined by the BOARD.
- 4.21 Notwithstanding anything contained in this article 4, the DEVELOPER shall only be liable for half of the amount of levies in respect of serviced erven that remain unsold.

## **5 ENTRENCHED PROVISIONS**

- 5.1 The DEVELOPER, during the development period and thereafter the ASSOCIATION have a continuing and permanent interest to ensure that certain basic provisions are entrenched to ensure the success of the development of the township. Accordingly none of the following provisions of articles 5.1.1 to 5.1.11 (both inclusive) may be deleted or varied in any way in terms of these presents, without the prior written consent of the DEVELOPER during the development period and thereafter the ASSOCIATION:
- 5.1.1 all members of the ASSOCIATION shall enjoy residential membership of the Golf Course the Wellness Centre, the Equestrian Centre and the Trout Club in accordance with the provisions of the constitution of the said clubs from time to time;
- 5.1.2 all members of the ASSOCIATION shall automatically qualify for home owner membership fees of the Golf Club, Wellness Centre, Trout Club and Equestrian Centre.

- 5.1.3 the DEVELOPER during the development period and thereafter the ASSOCIATION may register, in their entire and sole discretion and where necessary, services servitudes, including those referred to in article 7.3.7 below, in favour of the local authority, the DEVELOPER, the ASSOCIATION, and/or any adjacent property development over any separate erf in the township, the common property (as defined herein), building or common property in any other part of the township;
- 5.1.4 the DEVELOPER shall be entitled to incorporate adjacent immovable property into the development area and the DEVELOPER shall be entitled to develop the said property as it may deem fit, in which event all persons who become owners of erven in such development shall be entitled to or subject to (as the case may be) to the benefits, rights or obligations of members of the ASSOCIATION;
- 5.1.5 no member shall be entitled to object to the subdivision and/or development of any part of the development area provided that such subdivision and/or development is not inconsistent with the development plan approved by the relevant authorities for that part of the development area, nor shall they be entitled to object to any such new development.
- 5.1.6 the ASSOCIATION shall at all times be entitled to draw electricity from erven adjacent to sprinkler heads in road reserves for the purposes of powering the irrigation system for the verges of such road reserve. The cost thereof shall be borne by the ASSOCIATION but recovered as part of the levy upon members;
- 5.1.7 ownership of an erf does not confer any right, including that of access, in respect of property owned by the DEVELOPER, including any right of way or access across such property;
- 5.1.8 the members acknowledge and agree that the DEVELOPER, its successor/s in title and its employees have certain rights, including rights of access across the common property and across any area occupied by the clubs;
- 5.1.9 the members acknowledge and agree that persons staying at the Lodge or utilising the Golf Club, Wellness Centre, Equestrian Club and the Trout Club in terms of their memberships with any of the said clubs, shall be entitled to have a right of access across the common property in accordance with agreements entered into between the ASSOCIATION and those clubs;
- 5.1.10 after the development period all building contractors and architects must be approved by the ASSOCIATION before construction of any building or dwelling commences;

- 5.1.11 all estate agents marketing and/or selling property in the Estate shall be approved by the DEVELOPER:
- 5.1.11.1 during the 2 (two) year period afforded to members to enter into a written building agreement with the DEVELOPER in respect of any erf and except for any private sale, the erf may only be sold through the DEVELOPER as the sole marketing agent for the sale of any such erf;
- 5.1.11.2 subsequent to the written building contract being entered into between any member and the DEVELOPER within the prescribed 2 (two) year period, any estate agents mandated by such member to market or sell his erf in the Estate must be approved by the DEVELOPER and after the development period by the ASSOCIATION before such estate agent commences any marketing or sales initiatives at the Estate.
- 5.2 Subject to what is stated in article 5.1, in the event of any member deciding to sell his erf, the ASSOCIATION or its nominee shall as long as the member remains of the intention to sell his erf have a mandate to sell the property of such member on similar terms and conditions as mandated to any estate agent. The aforesaid member shall forthwith inform the ASSOCIATION of his intention to sell his erf and let the ASSOCIATION or its nominee have the written particulars of any mandate given to any other estate agent, which particulars shall then be considered as a written mandate to the ASSOCIATION or its nominee.

## **6 RESPONSIBILITIES FOR PAYMENT OF RATES, TAXES AND SERVICES**

### 6.1 Rates and Taxes:

- 6.1.1 the ASSOCIATION shall be responsible to pay all rates and taxes in respect of the common property to the Council;
- 6.1.2 all other members as owners of erven, including the Golf Club, Lodge, Wellness Centre and Equestrian Centre, shall be responsible to pay rates and taxes in respect of their property to the Council.
- 6.1.3 the responsibility for payment of services and the method of service supplies shall be as regulated in article 7 below.
- 6.1.4 the supply of services to the township shall be subject to all such terms and conditions as imposed by the ASSOCIATION.

## **7 SERVICES**

### **7.1 Potable Water Supply:**

- 7.1.1 water will be obtained from surface and sub-surface sources on the development area and supplied there from to each erf and separately metered. The ASSOCIATION shall define the water consumption and the metering of such water consumption.
- 7.1.2 the management and maintenance of the complete internal water supply system will be the responsibility of the ASSOCIATION and all supplies of water will be managed and administered in the entire discretion of the ASSOCIATION.
- 7.1.3 the DEVELOPER shall install the infrastructure for the water supply to the boundary of each erf in the township. The ASSOCIATION will be responsible for the cost of maintenance and servicing of pipelines, pumps, meters, equipment and materials in respect of the internal potable water supply system up to the boundary of each erf.
- 7.1.4 the members of the ASSOCIATION shall be liable for and shall pay to the ASSOCIATION on demand all charges arising from water supplied to or consumed in or on an erf and the building thereon.
- 7.1.5 the liability of members of the ASSOCIATION for such charges shall be in accordance with separate sub meters serving the erven of members, which the ASSOCIATION shall be entitled to install at the cost of such member, as the case may be.
- 7.1.6 where water charges are calculated and payable in terms of this article 7, any value-added tax levied in respect of the supply of such water shall be paid by the member in question.
- 7.1.7 the ASSOCIATION will be entitled to charge interest at the Prime Rate plus 3 [three] percentage points on any charges payable by a member in terms of this article 7 which interest will be calculated from the due date on the balance of the charges owing from time to time until it has been paid in full.
- 7.1.8 the ASSOCIATION will be responsible for the maintenance of the potable water supply system, including all storage dams, water pumping systems, pipe networks, water purification facilities and bulk storage facilities up to the bulk supply point.

### **7.2 Electricity:**

- 7.2.1 Eskom or a relevant regional supplier of electricity will supply electricity in bulk at the boundary of the township. This will be known as the Point

- of Supply (POS). The ASSOCIATION will be responsible for paying Eskom the monthly electrical consumption charges as metered at the POS.
- 7.2.2 the POS will contain an intake substation with the necessary switchgear and a bulk supply meter to the development. Ownership of this equipment (together with the responsibility to operate, maintain and repair) will vest in Eskom.
- 7.2.3 the DEVELOPER shall install the internal infrastructure from the POS for the electricity supply to a distribution kiosk in the vicinity of each erf in the township.
- 7.2.4 the ASSOCIATION will be responsible for the operation and maintenance of the internal reticulation of electricity and shall further be responsible to appoint a responsible person as defined in terms of the Occupational Health and Safety Act to exercise this function on its behalf.
- 7.2.5 the liability of members of the ASSOCIATION for such charges shall be in accordance with separate sub meters serving the erven of members, which the ASSOCIATION shall be entitled to install at the cost of such member, as the case may be.
- 7.2.6 where electricity charges are calculated and payable in terms of this article 7, any value-added tax levied in respect of the supply of such electricity shall be paid by the member in question.
- 7.2.7 lighting on the common property shall be supplied through separate electricity supply meters and the cost incurred by the ASSOCIATION in respect thereof shall be recovered from members as part of the levies imposed by the ASSOCIATION.
- 7.3 General
- 7.3.1 the ASSOCIATION will provide the necessary connections to the infrastructure services to the boundary of each erf in the township by means of sub-meters or otherwise;
- 7.3.2 each member of the ASSOCIATION shall from date of transfer be responsible for any connection charges to the infrastructure of the township, including the costs of any metering device and the maintenance and replacement of any such device;
- 7.3.3 the ASSOCIATION shall be entitled to call for deposits in respect of any connection to be undertaken by it, the interest on which deposits shall be for the credit of the ASSOCIATION.
- 7.3.4 the DEVELOPER during the development period and thereafter the ASSOCIATION shall have the right to convey water, electricity, sewerage, telephone information technology, telecommunication, security communication, and any other services over any erf or building or any other portion of the township, whosoever is the owner thereof, and shall have the right of access to such premises for the purposes of installing, replacing and/or repairing such services.

- 7.3.5 the members of the ASSOCIATION will allow reasonable access to employees or representatives of the DEVELOPER or the ASSOCIATION (as the case may be) into the buildings or erven for purposes of maintaining any pipes or equipment or in general any of the systems necessary for the conveyance or provision of the services referred to above;
- 7.3.6 without limiting the generality of the provisions of article 7.3.4 above, every member shall allow gas mains, electricity, telephone and television cables and/or wires, and main and/or other water pipes and the sewerage and drainage, including storm water, of any other land unit to be conveyed across the relevant land unit, and surface installations such as mini-substations, metre kiosks and service pillars to be installed thereon, if considered necessary by the ASSOCIATION and/or the DEVELOPER (during the development period) and in such a manner and position as may from time to time be reasonably required. This shall include the right of access to the land unit at any reasonable time for the purposes of constructing, altering, removing or inspecting any works connected with the above;
- 7.3.7 without limiting the generality of the provisions of article 5.1.3 above the DEVELOPER during the development period and thereafter the ASSOCIATION shall have the right to register servitudes of right of way and/or servitudes for the conveyance of electricity, water, sewerage, telephone lines, information technology, security systems and any other type of services and/or servitudes of encroachment or servitudes in respect of any common walls or structural support or any other servitudes in respect of any other type of use. The members accept and shall be bound by and consent to the registration of the servitudes referred to in this article 7 and article 5.1.3 above.
- 7.3.8 the ASSOCIATION will be responsible for the maintenance of the internal sewer reticulation serving the township as well as for the maintenance of the sewerage treatment plant. The maintenance costs of the internal sewer reticulation and the sewerage treatment plant, as well as sewerage services costs will be recovered by means of levies imposed by the ASSOCIATION.
- 7.3.9 the ASSOCIATION will be responsible for the maintenance of the internal storm water system serving the township as well as for the maintenance of the storm water catchment dams. The maintenance costs will be recovered by means of levies imposed by the ASSOCIATION.
- 7.3.10 the members of the ASSOCIATION shall at all times ensure that they comply with all environmental conditions prescribed by any statutory body or by the ASSOCIATION and/or with any fire protection and/or health requirements that may from time to time be prescribed.

## **8 ARCHITECTURAL AND DEVELOPMENT GUIDELINES**

- 8.1 The architectural and development guidelines constitute an integral part of these presents. It is recorded that the architectural and development guidelines contain the procedures, requirements and guidelines to be adhered to by every member who wishes to effect construction, improvements or alterations to or undertake any renovation of any erf.
- 8.2 All improvements shall be of sound construction and shall comply with the provisions of the architectural and development guidelines contained in these presents. All plans and drawings in respect of the construction or erection of any erf are to be prepared and submitted for approval to any relevant local authority by the architect. The members are compelled to utilise the services of the architect for this purpose;
- 8.3 No construction or erection of any improvements or alterations to and no renovation of any erf that is undertaken by any party other than the DEVELOPER or any landscaping on any property may commence prior to the due and proper approval of plans for such construction, improvements, alterations or renovations by both the architect and, where required, the local authority, in accordance with the following provisions:
- 8.3.1 the member shall submit to the architect for approval a full set of the proposed building plans or alteration plans which indicate both construction and design details;
- 8.3.2 the member shall be liable for payment of the reasonable cost of professional scrutinising and examination of such plans by the architect;
- 8.3.3 after the approval of such plans by the architect the plans shall be submitted to the local authority for approval. No plan shall be submitted to the local authority unless it bears the endorsement of approval of the architect, clearly dated, certifying that the plan complies with both the architectural and development guidelines.
- 8.4 When effecting the construction, improvements or alterations or renovations contemplated in this article 8, the member shall at all times comply strictly with the architectural and development guidelines as well as all conditions and standards imposed by the local authority insofar as these may be additional to the provisions of the architectural and development guidelines. No member shall be entitled to deviate in any manner whatsoever from any plan approved by the architect and the local authority unless the prior written approval of both the architect and the local authority for such proposed deviation has been obtained.

- 8.5 No member shall be entitled to challenge or contest any of the provisions of the architectural and development guidelines. No application for the amendment of the architectural and development guidelines shall be made to the local authority unless prior written consent of the DEVELOPER in the developing phase and thereafter the ASSOCIATION has been obtained thereto.
- 8.6 The DEVELOPER, during the development period, and thereafter the ASSOCIATION may amend the architectural and development guidelines from time to time.

## **9 ESTATE RULES**

- 9.1 The estate rules of the ASSOCIATION constitute an integral part of these presents.
- 9.2 The estate rules annexed hereto as Annexure "1" shall constitute framework rules for the estate rules to be developed as provided herein and after these presents have been registered. 9.3 Subject to these presents and to any restriction imposed or direction given at a general meeting of the ASSOCIATION and subject to any condition imposed by the local authority, the BOARD may from time to time make estate rules, and vary or modify these rules, in regard to:
- 9.3.1 the code of conduct applicable to all builders, contractors (including sub-contractors) and suppliers within the development or any building, construction or any other work carried on within the township;
- 9.3.2 the preservation of the natural environment, vegetation and fauna within the township including the right to control, and if necessary, order the removal of vegetation, and the right to prohibit and/or control the erection of fences, and walls whether upon or within the boundaries of any erven;
- 9.3.3 the right to prohibit, restrict or control the keeping of any animal which they regard as dangerous or a nuisance;
- 9.3.4 the conduct of any persons within the township and the use of his property for the prevention of nuisance of any nature to any member; 9.3.5 the use of services and recreation areas, amenities and facilities, including the right to charge a reasonable fee for the use thereof;
- 9.3.6 the maintenance of all buildings, outbuildings, structures, improvements of any nature and landscaping within the township;



- 9.3.7 the control of the number of occupants or residents permitted on any one erf;
- 9.3.8 the admission of any person within the township, and the eviction of any person not entitled to be thereon;
- 9.3.9 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 the members and/or the residents within the township.
- 9.4 For the enforcement of any of the rules made by the BOARD in terms of article 9 or of any of the provisions of these presents generally, the BOARD may:
  - 9.4.1 give notice to the member concerned requiring him to remedy such breach within such period as the BOARD may determine; and/or
  - 9.4.2 take or cause to be taken such steps as they may consider necessary to remedy the breach of the rule or provision 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
  - 9.4.3 take such action including the imposition of a fine, or proceedings in court, as they may deem fit.
- 9.5 Should the BOARD institute 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 between attorney and client, including tracing fees and collection commission.
- 9.6 In the event of any breach of the rules by the members or 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 BOARD may take or cause to be taken such steps against the person actually committing the breach as they may in their discretion deem fit.
- 9.7 If any member disputes the fact that he has committed a breach of any of the provisions of the rules made by the BOARD in terms of article 9 or any provisions of these presents, a committee of 3 (three) BOARD members appointed by the chairman shall adjudicate 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.
- 9.8 Notwithstanding anything to the contrary herein contained, the BOARD 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 attorneys and counsel as they may deem fit.

- 9.9 The ASSOCIATION may in a general meeting itself make any rules in regard to any matter and may also vary or modify any rule made by it or by the BOARD from time to time.
- 9.10 All rules shall be reasonable and shall apply equally to all owners of erven put to substantially the same use.
- 9.11 The ASSOCIATION shall not make any management or conduct rule applicable to the sectional title scheme, which is in conflict with an estate rule applicable to the ASSOCIATION in terms of article 9 of these presents.

## **10 GENERAL MEETINGS**

- 10.1 A meeting of the ASSOCIATION shall be either the Annual General Meeting or a General Meeting.
- 10.2 The Annual General meeting shall be held:
- 10.2.1 in the case of the first such meeting, within a period of 18 (eighteen) months after the date of incorporation of the ASSOCIATION;
- 10.2.2 thereafter within not more than 9 (nine) months after the end of every ensuing financial year of the ASSOCIATION; and 10.2.3 within not more than 15 (fifteen) months after the date of the last meeting preceding such meeting of the ASSOCIATION.
- 10.3 Other general meetings of the company may be held at any time.
- 10.4 Annual general meetings and other general meetings shall be held at such time and place as the directors shall appoint or at such time and place as is determined if the meetings are convened under section 179 (4), 181, 182 or 183 of the Act.
- 10.5 A general meeting may also be convened by the BOARD on a requisition made by the members in terms of the Act or should the BOARD not do so, a general meeting may be convened by the requisites as provided for and subject to the provisions of the Act; provided that 2 (two) or more members representing not less than 25% (twenty-five) percent in number of all the members.

## **11 NOTICES OF GENERAL MEETINGS**

- 11.1 An Annual General Meeting, and a General Meeting called for the passing of a Special Resolution, shall be called by not less than 21 (twenty-one) clear days' notice in writing including. Any other General Meeting shall be called by 14 (fourteen) clear days' notice in writing.

The notice shall be exclusive of the day on which it is served or deemed to be served and on the day for which it is given, and shall specify the place, the day and the hour of the meeting and shall be given in the manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the ASSOCIATION in General Meeting, to all such persons as are, under these presents entitled to receive such notices from the ASSOCIATION; provided that a meeting of the ASSOCIATION shall, notwithstanding the fact that it is called by shorter notice than that specified in these presents, be deemed to have been duly called if it is to be agreed by a majority of the members having a right to attend and vote at the meeting, being a majority holding not less than 95% (ninety-five) percent of the total voting rights of the members.

- 11.2 The accidental omission to give notice of any meeting to any particular member or of any resolution or to transmit any document required to be given or sent in terms of these presents shall not invalidate the proceedings of any meeting or any resolution passed at such meeting.

## **12 PROCEEDINGS AT GENERAL MEETING**

- 12.1 The Chairman of the BOARD shall preside at every General Meeting. In the absence of the Chairman, his powers and duties shall devolve upon the vice Chairman. In the event of both the Chairman and the Vice-Chairman being absent from a General Meeting, the members present shall elect a presiding officer from among their number.
- 12.2 The Annual General Meeting shall deal with and dispose of all matters prescribed by the Act, including:
- 12.2.1 the receiving and consideration of the Annual Financial Statements;
  - 12.2.2 the receiving and consideration of the Estate Managers Report;
  - 12.2.3 the consideration and approval of the Report of the BOARD;
  - 12.2.4 the appointment and level of remuneration of an auditor;
  - 12.2.5 the election of the directors;
  - 12.2.6 the consideration of any other matter of which due notice has been given.
- 12.3 A member who intends to bring a motion before a General Meeting shall, not less than 21 (twenty-one) days before the day appointed for the said General Meeting, serve upon the ASSOCIATION at its registered office a notice in writing signed by himself and one other member containing the proposed resolution. Upon receipt of such notice, the Secretary shall, in any case where the notice is received before the notice of the General Meeting is issued include it in the notice of the General Meeting, and shall in other cases issue as quickly as possible to the members notice that such resolution will be proposed.

- 12.4 The Chairman may with the consent of any General Meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned, the provisions of section 192(2) of the Act shall apply mutatis mutandis to such adjournment.
- 12.5 No business shall be transacted at any General Meeting unless a quorum of members is present at the time when the meeting proceeds to business and when any resolution is to be passed. Save as otherwise provided in these presents **5% (five percent)** of the members other than the DEVELOPER, present in person or by proxy, shall constitute a quorum provided that at least **3 (three)** members are present in person at the commencement of and for the duration of such General Meeting and provided that during the development period, at least **1(one)** representative of the DEVELOPER is present at such meeting.
- 12.6 If within **15 [fifteen]** minutes after the time appointed for the commencement of a general meeting or within such extended period as the chairman of the board or, in his absence, the deputy chairman, may allow, a quorum is not present, the meeting shall be dissolved if it was convened on requisition. In all other cases the meeting shall stand adjourned to the same place at the same time on the same day of the next week (*or if that day is not a business day, the first business day following that non-business day*) or to such other place, time and day as the board may determine. If a quorum is not present at such adjourned meeting, the members present shall constitute a quorum.

### **13 VOTING AT GENERAL MEETINGS**

- 13.1 During the Development Period, the DEVELOPER shall be entitled to three times the total number of votes of all the other members of the association at any General Meeting of the ASSOCIATION.
- 13.2 After the Development period only members shall be entitled to vote at all General Meetings of the ASSOCIATION.
- 13.3 Save as otherwise provided in these presents:
- 13.3.1 each member, present in person or by proxy and entitled to vote at a General Meeting shall have one vote for each erf registered in his name;

- 13.3.2 if an erf is registered in the name of more than one person, then all such co-members shall jointly have only one vote; and
- 13.3.3 no person other than a member duly registered and who shall have paid every levy and other amount, if any, which may be due and payable to the ASSOCIATION in respect of or arising out of his membership, and who is not suspended, shall be entitled to vote on a matter, either personally or by proxy at any General Meeting.
- 13.4 Subject to the provisions of these presents, all resolutions shall be passed by a simple majority vote.
- 13.5 At a General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll has (before or on the declaration of the result of the show of hands), been demanded by at least three members present in person and entitled to vote, or by a member or members representing not less than one tenth of the total number of members having the right to vote at a General Meeting, and unless a poll is so demanded, by the declaration by the Chairman that a resolution has on a show of hands been carried, or carried unanimously by a particular majority, or lost, an entry to that effect in the book of 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.
- 13.6 If a poll is duly demanded it shall be taken in such a 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.
- 13.7 In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting shall be entitled to a second or casting vote.
- 13.8 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 should be taken at such time as the Chairman of the meeting directs. The demand for a poll shall not prevent the continuation of a meeting for the transaction of any business other than the question upon which the poll is demanded.
- 13.9 If any difficulty or dispute arises regarding the admission or rejection of a vote or regarding any other matter, such difficulty or dispute is to be determined by the Chairman, whether or not scrutineers might have been appointed to count the votes, and his decision shall be final and conclusive.
- 13.10 A vote cast under a proxy, power of attorney, or other authorities, which has been revoked shall nevertheless be valid unless:
- 13.10.1 written notice of the revocation is received by the ASSOCIATION prior to the meeting concerned; or

- 13.10.2 the chairman agrees to accept written or oral notice of such revocation at the meeting.
- 13.11 No objection shall be raised to the admissibility of any vote except at the meeting or adjournment meeting at which the vote objected to be cast and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairman of the meeting whose decision shall be final and conclusive.
- 13.12 A declaration made in good faith by the Chairman of a meeting to the effect that, either on a show of hands or on a poll, a resolution has or has not been passed shall be final and conclusive and the resolution shall be deemed to have been so passed or not passed.
- 13.13 Any resolution which could be passed at a General Meeting, other than a special resolution or a resolution to remove a director or auditor, may be passed without a General Meeting being held if one or more copies of the resolution are signed by or on behalf of a simple majority of all the members entitled to vote at a General Meeting.

#### **14 PROXIES**

- 14.1 A member may be represented at a General Meeting by a proxy, who must himself be a member or a director of the ASSOCIATION.
- 14.2 To be effective at a General Meeting or adjourned General Meeting, a proxy together with the original or a notarially certified copy of a power of attorney or other authorities under which it is signed must be lodged with the ASSOCIATION at least 24 (twenty-four) hours before the commencement of the General Meeting or adjourned General Meeting concerned but the BOARD may from time to time determine that such documents:
- 14.2.1 are to be lodged at a particular place;
- 14.2.2 are to be lodged a certain number of hours, not exceeding 48 (forty-eight) in all, before the meeting; or
- 14.2.3 may be lodged at any time before or during the meeting.
- 14.3 Notwithstanding the foregoing, the Chairman of the meeting may agree to accept a proxy tendered at any time before or during the meeting.
- 14.4 A proxy will be valid for an indefinite period in relation to the meeting for which it is given, unless it is stated on the proxy that it is only to be valid for a shorter period.
- 14.5 The instrument appointing a proxy shall be in such form that it is acceptable to the Chairman of the meeting or adjourned meeting in respect of which it is tendered and the decision of the chairman as to what is or is not acceptable will be binding on all the members

14.6 A proxy shall be valid for any adjournment of the meeting to which it relates unless otherwise indicated on the proxy.

14.7 A member shall not be entitled to appoint more than 1 (one) proxy.

14.8 The instrument appointing a proxy shall be in the following form or as near thereto as circumstances permit:

**HIGHLAND GATE HOME OWNERS' ASSOCIATION**

(Association Incorporated under Section 21)

I,.....

.....

being a member of HIGHLAND GATE HOME OWNERS ASSOCIATION

hereby appoint

.....

of

.....

or failing him

.....

of

.....

or failing him

.....

of

.....

or failing him, the Chairperson of the meeting as my proxy to vote for me and on my behalf at the Annual General or General Meeting (as the case may be) of the Association to be held on the.....day of .....and any adjournment thereof as follows:

	In favour of	Against	Abstain
Resolution No. 1			
Resolution No. 2			
Resolution No. 3			

(Indicate instruction to proxy by way of cross in space provided above).

Unless otherwise instructed, my proxy may vote as he thinks fit.

Signed this .....day of.....

**SIGNATURE**

NOTE: A member entitled to attend and vote is entitled to appoint a proxy to attend, speak and on a poll vote in his stead.

## 15 THE BOARD OF DIRECTORS

- 15.1 The Board of Directors shall for the Development Period be divided into 2 (two) classes, namely, Developer directors and Member directors. Upon expiry of the Development Period there shall only be Member directors.
- 15.2 The Board of Directors shall consist of not less than 3 (three) directors and not more than **5 (five)** directors, during the Development Period, of whom:
- 15.2.1 **3 (three)** shall be Developer directors appointed by the Developers; and
- 15.2.2 the remaining **2 (two)** shall be appointed by the members.
- 15.3 After the Development Period the Board of Directors shall be appointed by the ASSOCIATION in General Meeting.
- 15.4 A director shall be a natural person, but need not himself be a member of the ASSOCIATION. A director, 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.
- 15.5 A director shall declare in writing to the BOARD those respects in which, from time to time, his erf or any improvements thereon do not comply with the Code of Conduct, Builders' Code of Conduct and Contractor Activities, Golf Club Rules and all other estate rules or regulations made or promulgated by the ASSOCIATION or the BOARD.
- 15.6 The BOARD shall appoint 1 (one) of the directors to act as Chairman for such term as they think fit, but not for longer than each director's tenure as a director during the Development Period. The Chairman shall be one of the Developer directors, unless the directors agree otherwise.
- 15.7 A director is required:
- 15.7.1 to perform the functions of office in good faith, honesty and in a transparent manner; and
- 15.7.2 at all times to act in the best interest of the ASSOCIATION and in such a way that the credibility and integrity of the ASSOCIATION is not compromised in any way.
- 15.8 A director may not, except through the Chairman of the BOARD and/or itself:
- 15.8.1 interfere in the management or administration of the Estate, unless mandated by the BOARD;
- 15.8.2 give or purport to give any instruction to any employee other than the Estate Manager;



- 15.8.3 obstruct or attempt to obstruct the Estate Manager or any of the Estate staff in the implementation of any decision or resolution of the BOARD; or
- 15.8.4 encourage or participate in any conduct which would cause or contribute to mal-administration by the BOARD.
- 15.9 The BOARD may at any time and from time to time investigate and make a finding in respect of any alleged breach by a director of any of the provisions of these presents or any other estate or regulations made or promulgated by the ASSOCIATION or the BOARD, or establish a special committee to investigate and make appropriate recommendations to the BOARD in this respect.
- 15.10 Should the BOARD find that a director has breached any provisions of these presents or any of the rules or regulations aforesaid, the BOARD may:
  - 15.10.1 issue a formal warning to the director concerned;
  - 15.10.2 reprimand the director;
  - 15.10.3 suspend the director;
  - 15.10.4 request that the director to resign;
  - 15.10.5 request the ASSOCIATION to remove the director from the BOARD.

## **16 ROTATION OF DIRECTORS**

- 16.1 Save as set out in article 17 below:
  - 16.1.1 a Developer director shall not be required to rotate annually but shall continue to hold office as such until the annual general meeting immediately following on the end of the Development period, where after he will be subject to the same rotation as Member Directors set out in article 16.1.2 below, should he continue to remain a director after the Development period.
  - 16.1.2 A Member director shall continue to hold office as such from the date of his appointment until the next annual general meeting following his appointment, at which annual general meeting each Member director shall be deemed to have retired from office, but shall be eligible for e-election to the Board of Directors at such meeting.

## **17 ELECTIONS OF DIRECTORS**

17.1 After the Development Period:

17.1.1 the election of directors shall be by ballot, however, if the candidates validly nominated for election to the BOARD are not more in number than 2 (two) the candidates nominated shall be deemed to have been duly elected.

17.1.2 unless a candidate for election to the BOARD be a retiring director, a nomination of a member for the election to the BOARD shall:

17.1.2.1 be made in writing;

17.1.2.2 be signed by at least 2 (two) members other than the candidates;

17.1.2.3 be given to the Secretary no less than 21 (twenty-one) days before the day appointed for the Annual General Meeting at which the election is to take place; and

17.1.2.4 be accompanied by a written statement signed by the candidate indicating his willingness to stand for election.

17.1.3 Upon any vacancy occurring in the BOARD prior to the next Annual General Meeting, the vacancy shall be filled by a person nominated by those remaining: provided that if such vacancy shall occur during the Development Period, a Developer director shall be nominated by the Developer and a Member director nominated by another Member director.

## **18 VACATION OF OFFICE OF DIRECTORS**

18.1 A director shall be deemed to have vacated his office as such if he:

18.1.1 becomes insolvent, assigns his estate for the benefit of his creditors or makes any arrangement or composition with his creditors generally;

18.1.2 becomes prohibited from being a member of the Board of Directors by reason of any order of Court;

18.1.3 becomes of unsound mind;

18.1.4 becomes disqualified to act as a director in terms of the provisions of the Act;

18.1.5 is removed from office as provided in Section 220 of the Act, taking into account article

15.1 where a Developer director may only be removed by the Developer; and where a Member director may only be removed by the members, during the Development period.

18.1.6 resigns his office by notice in writing to the ASSOCIATION;

18.1.7 is removed from office pursuant to any other provision of the Act or these presents;

18.1.8 he is directly or indirectly interested in any contract with the ASSOCIATION and fails to declare to the BOARD the nature of his interest;

18.1.9 he is absent without the prior or subsequent official leave of the BOARD from two consecutive meetings, notice of which he has been given;

18.1.10 in the event of his being a member of the ASSOCIATION, is not entitled to exercise a vote in terms of article 13.3.3; or

18.1.11 without the consent of the BOARD holds an office of profit under the ASSOCIATION.

## **19 POWERS OF THE BOARD OF DIRECTORS**

19.1 Subject to the provisions of these presents and subject to any limitations which may be imposed by the ASSOCIATION in General Meeting, the BOARD shall have full powers to perform the function allocated to them in these presents and may exercise all such powers of the ASSOCIATION and do all acts on behalf of the ASSOCIATION as may be exercised and done by the ASSOCIATION itself with regard thereto.

19.2 The BOARD may appoint committees from among the members and may fix a quorum thereof, and delegate any of its powers to any such committees, and make any rules for regulating the proceedings of the committees. The Chairman or his nominee from time to time shall be ex officio a member of all committees. Subject to the approval of the BOARD, each such committee shall have the right to co-opt such person as it may think fit to be a member of such committee.

19.3 The BOARD shall further have the power:

19.3.1 to sign, execute and to enter into on behalf of the ASSOCIATION all and any contracts as may be required to give effect to the provisions of these presents to appoint an Estate Manager and to delegate the management of the affairs and the business of the ASSOCIATION whether in whole or in part to such Estate Manager subject always to the provisions of article 21;

- 19.3.2 to engage on behalf of the ASSOCIATION the services of accountants, auditors, attorneys, architects, engineers, town planners, or any other professional firm or person and employees of the clubs and/or staff;
- 19.3.3 to require that any construction of any sort in the Estate shall be supervised so as to ensure that the provisions of these presents, the Estate rules or regulations are complied with, and that all such construction is performed in a proper and workmanlike manner;
- 19.3.4 issue building and landscaping guidelines in respect of the Estate and to ensure that same are complied with at all times;
- 19.3.5 to issue guidelines in respect of the club rules from time to time; and
- 19.3.6 to vary, cancel or modify their decisions and resolutions from time to time.

## **20 PROCEEDINGS OF THE BOARD OF DIRECTORS:**

- 20.1 The BOARD may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they deem fit, subject to any provisions of these presents, provided that it shall meet at least four times a year.
- 20.2 A meeting of the BOARD shall be convened at any reasonable time upon request by a director and such meeting shall be held within 14 (fourteen) days of the date of request. Notice of a meeting shall be given orally or in writing to all directors a reasonable period of time before such a meeting.
- 20.3 The quorum necessary for the holding of all meetings of the BOARD shall be **2 (two)** directors present personally, provided that during the development period at least **1 (one)** Developer director shall be present and no meeting shall be held unless such quorum is present at the commencement of and for the duration of the meeting.
- 20.4 Save as per article 15.6, at the meeting of the Board following the Annual General meeting, the directors shall elect from amongst their number a Chairman and Vice Chairman. A vacancy in any such offices before the term of office has expired may be filled by the Board from amongst its numbers and such appointment shall hold good until the following Annual General Meeting.
- 20.5 The Chairman of the BOARD shall preside at every BOARD meeting. In the absence of the Chairman his powers and duties shall devolve upon the Vice Chairman. In the event of both the Chairman and the Vice Chairman being absent from a BOARD meeting, the directors present shall elect a presiding officer from among their number.
- 20.6 Each director present at a meeting of the BOARD shall be entitled to vote and shall have one vote each, except during the Development period, when Developer Directors shall have 3 votes each.

- 20.7 Any resolution of the BOARD shall be carried by a simple majority of all votes cast. In the case of an equality of votes for or against a resolution, the Chairman of the BOARD shall have a second (or casting) vote.
- 20.8 Subject to the provisions of Section 234 and 241 inclusive of the Act, a director shall not vote in respect of any contract or proposed contract with the ASSOCIATION in which he is interested, or any matter arising there from.
- 20.9 The BOARD shall in consultation with the Estate Manager formulate a budget and a strategic plan and may make any amendments thereto for each financial year of the ASSOCIATION.
- 20.10 Subject to the statutes:
- 20.10.1 a resolution in writing, including through the medium of telefax, signed by all the directors for the time being present in the Republic and being not less than are sufficient to form a quorum, shall be valid and effectual as if it had been passed at a meeting of the director duly called and constituted;
- 20.10.2 in the case of matters requiring urgent resolution, or if for any reason it is impracticable to meet or pass a resolution as contemplated in article 20.10.1, the meeting may be conducted and a resolution may be passed utilising conference telephone facilities or any other means whether known or subsequently discovered, provided that the required quorum is met;
- 20.10.3 any resolution referred to in article 20.10.1 may consist of several documents, each signed by one or more directors in terms of these presents; and
- 20.10.4 any resolution referred to in article 20.10.1 shall be deemed (unless the contrary is stated therein) to have been passed on the date upon which it was signed by the last director required to sign it and where it states a date as being the date of its signature by any director that document shall be prima facie evidence that it was signed by that director on that date.

## **21 ESTATE MANAGER**

- 21.1 During the Development Period an Estate Manager shall be appointed by the DEVELOPER and the DEVELOPER shall, in its absolute discretion, determine the fees or remuneration to be paid by the ASSOCIATION to the Estate Manager and the other terms and conditions of his appointment. This appointment may extend beyond the Development Period provided that the DEVELOPER shall endeavour to procure in making such appointment that it may, if so required by the ASSOCIATION in General Meeting, and subject to the requirements of law, be terminated on reasonable notice after the end of the Development Period.

21.2 After the Development Period in the event that an existing Estate Manager's appointment is terminated in terms of article 21.1, successor Estate Managers shall from time to time be appointed by the ASSOCIATION in General Meeting and the members shall determine the fees or remuneration to be paid by the ASSOCIATION to such Estate Manager and all the other terms and conditions of his appointment, it being contemplated at all times the affairs of the ASSOCIATION will be entrusted in whole or part to a professional Estate Manager or person with appropriate executive powers so as to conform to the requirements of good corporate governance.

21.3 A director may be appointed as the Estate Manager.

## **22 POWERS OF THE ESTATE MANAGER**

22.1 Subject to the provisions of these presents and the terms of his appointment, the Estate Manager shall have full power to manage and control the business and affairs of the ASSOCIATION or such portion thereof as may be determined by the ASSOCIATION in General Meeting, and may exercise all such powers of the ASSOCIATION and do all acts on behalf of the ASSOCIATION itself.

## **23 SECRETARY**

23.1 If the BOARD so decide, they shall appoint a Secretary for such term, at such remuneration, and upon such conditions, as they may think fit, and the directors may dismiss such Secretary.

23.2 The Secretary shall not be a director.

## **24 MINUTES AND MINUTE BOOKS**

24.1 The directors shall, in terms of section 204 of the Act, cause minutes to be kept:

24.1.1 of all appointments of officers;

24.1.2 of names of directors present at every meeting of the ASSOCIATION and of the directors; and

24.1.3 of all proceedings at all meetings of the ASSOCIATION and of the directors. Such minutes shall be signed by the chairman of the meeting at which the proceedings took place or by the chairman of the next succeeding meeting.

## 25 GENERAL PROVISIONS

- 25.1 Whenever they consider that the appearance of any land or buildings owned by a member is such as to be unsightly or injurious to the amenities of the surrounding area or the development generally, the BOARD or the Estate Manager may serve notice on such member to take such steps as may be specified in the notice to eliminate such unsightly or injurious condition. Should the member fail within a reasonable time, as specified in such notice, to comply therewith, the BOARD or Estate Manager or their employees, agents or contractors may enter upon the land or buildings concerned and take such steps as may be necessary and recover the costs thereof from the member concerned, which costs shall be deemed to be a debt owing by that member to the ASSOCIATION. The BOARD or the Estate Manager shall be obliged in giving such notice to act reasonably. In the event of any dispute, the member shall bear the onus of establishing that the BOARD or the Estate Manager acted unreasonably.
- 25.2 The ASSOCIATION may enter into agreement with any third party for the provision of facilities or services to or for the members, and may levy charges in respect of the provision thereof, or may pass on such costs direct to the members. Furthermore, it is recorded that the members will be bound by all contracts concluded by the DEVELOPER for the leasing or purchase of all equipment or infrastructural assets, or for the provision of security for the Estate, or for the provision of any other service or supplies for the Estate which the DEVELOPER may consider necessary in its discretion, even where such contracts or commitments include the payment of costs or outgoings on an ongoing basis. It is recorded, without limitation that the DEVELOPER intends to conclude contracts for the hire or supply of electronic surveillance, monitoring and detection equipment for security purposes relating to the perimeter of the Estate.
- 25.3 The BOARD or the Estate Manager or their employees, agents or contractors shall be entitled and shall have the right to enter any erf for the purpose of repairing, maintaining or installing any facilities, services, equipment or structures relating to the provision of security or any other service to the Estate generally.
- 25.4 The provisions of these presents shall be binding upon all members and, insofar as they may be applicable to all persons occupying any erf by, through or under any member, whatsoever the nature of such occupation.
- 25.5 No member ceasing to be a member of the ASSOCIATION for any reason, and neither shall such member's executors, curators, BOARD or liquidators, shall have any claim upon or interest in or right to the funds or any land or other asset of the ASSOCIATION.
- 25.6 The ASSOCIATION may claim from any member or his Estate all arrear levies and interest or other sums due to the ASSOCIATION at the time of his ceasing to be a member for any reason.

25.7 Any person using any of the services, land or facilities of the ASSOCIATION within the Estate does so entirely at his own risk.

## **26 ACCOUNTING RECORDS**

27 The ASSOCIATION shall keep such accounting records as are necessary fairly to present the state of affairs and business of the ASSOCIATION and to explain the transactions and financial position of the ASSOCIATION including:

27.1.1 records showing the assets and liabilities of the ASSOCIATION;

27.1.2 a register of fixed assets showing the respective dates of acquisition and the cost thereof, depreciation, if any, the respective dates of any disposals and the considerations received in respect thereof; and

27.1.3 records containing entries from day to day in sufficient detail of all cash received and paid out of the matters in respect of which receipts and payments take place.

27.2 The books of account shall be kept at the registered office of the ASSOCIATION or at such other place or places as the BOARD think fit, and shall always be open to the inspection of the directors.

27.3 The BOARD shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the ASSOCIATION or any of them shall be open to the inspection of members, not being directors, and no member (not being a director) shall have the right of inspecting any account or document of the ASSOCIATION except as conferred by statute or authorised by the BOARD or by the ASSOCIATION in General Meeting.

27.4 The BOARD shall in respect of every financial year of the ASSOCIATION cause to make out Annual Financial Statements in accordance with Section 286 of the Act and shall lay them before the Annual General Meeting of the ASSOCIATION in respect of the year.

27.5 A copy of the Annual Financial Statements which are to be laid before the ASSOCIATION in an Annual General Meeting, shall not be less than 21 (twenty one) days before the date of the meeting, be sent to every member of the ASSOCIATION. Provided that this article shall not require a copy of those documents to be sent to any person, the address of whom the ASSOCIATION is not aware.

## **28 AUDIT**

28.1 An auditor shall be appointed in accordance with Chapter X of the Act.



## **29 SERVICE OF NOTICES**

- 29.1 Notices may be given by the ASSOCIATION to any member either at the address or any erf owned by him, or by sending it by post in a prepaid letter addressed to such member at the address (if any) within the Republic of South Africa or electronic mail address supplied by him to the ASSOCIATION for the giving of notices to him.
- 29.2 Notice of every General Meeting shall be given:
- 29.2.1 to every member of the ASSOCIATION;
- 29.2.2 to the accounting officer for the time being of the ASSOCIATION;
- 29.2.3 to any director not a member of the ASSOCIATION; and
- 29.2.4 the Estate Manager.

No other person shall be entitled to receive a notice of General Meetings.

- 29.3 Any notice by post shall be deemed to have been served at the time when it was posted, and in proving the giving of the notice by post and/or by electronic mail, it shall be sufficient to prove that the notice was properly addressed and posted and/or electronically mailed to the last known address of the member
- 29.4 The signature to any notice given by the ASSOCIATION may be written or printed, or partly written and partly printed.
- 29.5 When a given number of days' notice or notice extending over any other period is required to be given, the day on which it is served or deemed to be served and the day for which it is given shall not be counted in such number of days or period.

## **30 INDEMNITY**

- 30.1 All acts done by the BOARD, or any person acting as a director shall, notwithstanding that it afterwards be discovered that there was some defect in the appointment of any such director or persons acting as aforesaid or that they or any of them are disqualified, be as valid as if every such person had been duly appointed and were qualified to be a director.
- 30.2 The BOARD, the auditors and each Estate Manager, servant, agent or employee of the ASSOCIATION shall be and they are hereby indemnified by the ASSOCIATION against any liabilities bona fide incurred by them in their respective capacities in the proper

discharge of any of their duties including, without limitation, the costs of defending any proceedings, civil, criminal or otherwise arising out of the due execution by them of their duties, and including all costs, losses and expenses, including traveling expenses, which they or any of them may incur or become liable for by reason of any contract entered into, or any act or deed done, by them in the due discharge of any of their respective duties.

- 30.3 The BOARD shall not be liable for the act or omission of the Estate Manager, auditors or of any of the directors whether in their capacity as such or as chairman, or for any loss or expense sustained or incurred by the ASSOCIATION through the insufficiency of deficiency of any security in or upon which monies of the ASSOCIATION are invested, or for loss or damage arising from the insolvency or wrongful act or any person with whom any monies, securities or effects are deposited, or for any loss or damage occasioned by any bona fide error of judgment or oversight on his part, or for any loss, damage or misfortune of whatsoever nature occurring in the execution of his duties in relation thereto, unless same shall have occurred as a result of mala fides, breach of duty or breach of trust.

## **31 DISPUTES**

- 31.1 Any disputes arising out of or in connection with these presents must be determined in accordance with this article 31, except where an interdict is sought for urgent relief that may be obtained from a court of competent jurisdiction.
- 31.2 On a dispute arising (not moneys or a debt to the ASSOCIATION), the parties who wish to have the dispute determined must notify the other party thereof. Unless the dispute is resolved amongst the parties to that dispute within 14 (fourteen) days after such notice, either of the parties to the dispute may refer the same to determination in terms of the following provisions of this article 31.
- 31.3 If a party exercises his right in terms of article 31.2 to refer the dispute for determination, such dispute shall be referred to the following who shall in each case have a minimum of 10 years experience in their field:
- 31.3.1 if the dispute is primarily an accounting or financial matter, a practicing chartered a accountant;
- 31.3.2 if the dispute is primarily a legal matter or a matter relating to the behaviour and/or conduct of a member, a practicing attorney or advocate;
- 31.3.3 if the dispute primarily relates to the nature of buildings, structures, installations or equipment, a practicing architect; 31.3.4 if the dispute primarily relates to the size of form of the land or the position, height or size of buildings, structures, installations or equipment, a practicing land surveyor.

- 31.4 If the parties are unable to agree on the appointee as provided for in article 31.3 within 3 (three) days of being requested to do so, then the person shall be nominated by the President for the time being of the Law Society of Gauteng.
- 31.5 The person appointed as provided for in article 31.3 shall in all respects act as an expert and not as an arbitrator.
- 31.6 The proceedings shall be on an informal basis, it being the intention that a decision should be reached as expeditiously as possible, subject only to the due observance of the principles of justice.
- 31.7 The parties shall use their best endeavours to procure that the decision of the expert shall be given within 21 (twenty one) days or so soon thereafter as possible.
- 31.8 The decision of the expert shall be final and binding upon all parties and capable of being made an order of court on application by any of them.
- 31.9 The costs of and incidental to any such proceedings, including the fees of the expert, shall be in the discretion of the expert who shall be entitled to direct the allocation of the costs, and whether they shall be taxed as between "party and party" or as between "attorney and client".
- 31.10 The provisions of this article 31 constitutes the irrevocable consent of the parties to any proceedings in terms thereof and none of the parties shall be entitled to withdraw there from or claim in any such proceedings that they are not bound by such provisions.
- 31.11 The provisions of this article 31 shall be deemed to be severable from the remainder of these presents and shall remain binding and effective as between the parties notwithstanding that this these presents may otherwise be cancelled, amended or declared of no force and effect for any reason.
- 31.12 Notwithstanding anything to the contrary contained in these presents the BOARD shall be entitled to institute legal proceedings of whatsoever nature on behalf of the ASSOCIATION by way of application, action or otherwise in any court having jurisdiction for any purpose whatsoever relating to any matter in respect of any of the provisions of this these presents and any of its Annexure's, including any amendments of additions thereto.

### **32 AMENDMENT OF ARTICLES OF ASSOCIATION**

- 32.1 Subject to the provisions of the Act and to the conditions contained in the Memorandum, the ASSOCIATION may by special resolution alter or add to its Articles; and any alteration or addition so made shall be as valid as if originally contained therein, and be subject in like manner to alteration by special resolution provided that the prior written consent is obtained from:

32.1.1 the local authorities, where such amendment, substitution or repeal relates to all or any of the conditions of the Local Authorities or Environmental Management Plan;

32.1.2 the DEVELOPER for so long as the DEVELOPER is a member.

### **33 INTERESTS OF DIRECTORS AND OFFICERS IN CONTRACTS**

33.1 All directors and officers of the ASSOCIATION shall disclose their interest in contracts in the manner prescribed in the Act.