

MEMORANDUM OF INCORPORATION
OF
THE WILDS HOME OWNERS ASSOCIATION NPC
(REGISTRATION NUMBER 2003/008761/08)
(‘the Association’)

IMPORTANT NOTICE

IN COMPLYING WITH THE PROVISIONS OF SECTION 49 OF THE CONSUMER PROTECTION ACT, 68 OF 2008, MEMBERS’ ATTENTION IS DRAWN TO THE TERMS AND CONDITIONS PURPORTING TO LIMIT THE RISK AND/OR LIABILITY OF THE ASSOCIATION AND DIRECTORS AND PRESCRIBED OFFICERS (CLAUSES 11.19, 11.20, 13.10, 28, 32 AND 33 OF MOI), IMPOSE AN OBLIGATION ON MEMBERS TO INDEMNIFY THE ASSOCIATION (CLAUSES 11.18 AND 34 OF MOI), LIMIT LIABILITY OF THE ASSOCIATION IN RESPECT OF THE LOSS OF OR DAMAGE TO PROPERTY AND/OR THE DEATH OF ANY PERSONS AS A RESULT OF FIRE (CLAUSE 33 OF MOI); AND CONSTITUTE AN ASSUMPTION OF RISK (CLAUSE 32)

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1. INTERPRETATION AND DEFINITIONS

1.1 In this Memorandum of Incorporation, unless the context clearly indicates a contrary meaning, the following words and expressions shall bear the meanings assigned to them and cognate expressions shall bear corresponding meanings :

1.1.1 "**Act**" means the Companies Act, No. 71 of 2008, as amended from time to time;

1.1.2 "**Aesthetics Committee**" means the Aesthetics Committee of the Board, established in terms of Clause 29:

1.1.3 "**Alienate**" means to dispose of any Stand or portion of Land, part thereof or undivided share therein in any manner whatsoever, and without derogating from the generality of the foregoing, it includes a transfer of any rights or interest whatsoever in respect of a Stand or portion of Land, howsoever arising and whether voluntarily or involuntarily and includes by way of sale, exchange, donation, deed, intestacy, will, cession, assignment, court order of insolvency, irrespective of whether such alienation is subject to a suspensive or resolutive condition, and "alienating" and "alienation" has a corresponding meaning.

1.1.4 "**Amenities Committee**" means the Amenities Committee of the Board, established in terms of Clause 30;

1.1.5 "**Association**" mean The Wilds Home Owners Association;

1.1.6 "**Board**" means the Board of Directors from time to time of the Association;

1.1.7 "**Business Day**" means any calendar day other than a Saturday, Sunday or public holiday in the Republic;

1.1.8 "**Chairperson**" means the Chairperson elected in terms of Clause 20.2;

- 1.1.9 "**Clause**" means each separately numbered paragraph of this MOI;
- 1.1.10 "**Commission**" means the Companies and Intellectual Property Commission established by section 185 of the Act;
- 1.1.11 "**Company**" means The Wilds Home Owners Association NPC, with registration number 2003/008761/08, also referred to as "the Association";
- 1.1.12 "**Common Areas**" means those portions of The Wilds Estate not registered in the name of individual owners and comprising, without detracting from the generality of the foregoing, Roads, road verges and other areas or Services for the maintenance of which the Local Authority is not responsible, as well as such part of The Wilds Estate as may be designated as such in any manner or in terms of any law or condition or authority for use in common by Members, but excludes, in the case of a Sectional Title Development Scheme, "common property" as defined in the Sectional Titles Act;
- 1.1.13 "**Deeds Office**" means the office of the Registrar of Deeds Pretoria in which jurisdiction ownership in any Stand of an undivided share in a Stand in the The Wilds Estate, is or is to be registered;
- 1.1.14 "**Developer**" means PJJ Van Vuuren Beleggings (Eiendoms) Beperk and/or Erf 506 Garsfontein (Pty) Limited and its successors in title;
- 1.1.15 "**Developer's Rights**" means the following specific rights of the Developer or its successors in title, nominee or assignees, namely:
- to complete the Development Scheme and to promote and market same;
 - to construct additional Units, buildings and other structures as part of the Development Scheme in conjunction with or in addition to that shown on the Development Plan;

- to impose conditions concerning the use of Land, any Unit and/or the Common Areas or conditions of whatsoever kind in respect of any part of the Development Scheme;
- to give effect to all of the foregoing and without derogating from the generality of the preceding provisions, to consolidate, subdivide, partition and/or to Alienate and give transfer of such parts of the Land or any part thereof as it shall determine; and/or
- to enter into leases in respect thereof;
- to register reciprocal or other servitudal rights in respect thereof;
- to conduct or permit the conduct of group housing and Sectional Title Schemes in respect of phases or Units comprising part of any phase;
- to appoint any such person(s) or body(ies) corporate, including Managing Agents on its behalf, to exercise its rights or perform its obligations.

1.1.16 **"Development"** means the residential development on the Land, undertaken in accordance with the Development Plan and the marketing of Stands located within the Estate;

1.1.17 **"Development Period"** means that period from the establishment of the Company until the date upon which the Developer or its successors in title has sold the last Stand on the Land or has notified the Company that it has ceased development.

1.1.18 **"Development Plan"** means the approved layout plan relative to The Wilds Estate, and the further development (if any) of the Land;

1.1.19 **"Development Scheme"** means the scheme for the development of the Land which may include any subdivision thereof by the Developer in Stands, group housing developments, cluster developments and any other Development Scheme of the Land or subdivision thereof, including a Development Scheme, as defined in the Sectional Titles Act.

- 1.1.20 "**Director**" means a member of the Board as contemplated in section 66 of the Act, or an alternate Director, and includes any person occupying the position' of a Director or alternate Director by whatever name designated;
- 1.1.21 "**Electronic Communication**" has the meaning set out in section 1 of the Electronic Communications and Transactions Act, No 25 of 2002;
- 1.1.22 "**Estate**" means the Development known as The Wilds Estate comprising the Land which is depicted in the Development Plan;
- 1.1.23 "**Facilities**" means any facilities of whatsoever nature which have been or may be provided on The Wilds Estate including without limitation such facilities relating to the entertainment, recreation or otherwise, erected on the Common Areas, the use of which may be exclusive, reserved or conditional;
- 1.1.24 "**Financial Year**" means the financial year of the Association which shall run from the first day of March in any year to the last day of February in the subsequent year;
- 1.1.25 "**Finance Committee**" means the Committee of the Board established in terms of Clause 11;
- 1.1.26 "**Income Tax Act**" means the Income Tax Act 58 of 1962, as amended from time to time;
- 1.1.27 "**Land**" means the property known as Pretorius Park Extension 13, 14, 15, 16, 17, 18, 19 and 20, Registration Division JR, Gauteng, and any further extensions that may be added by the Developer which shall eventually fall in the security township to be known as "The Wilds".
- 1.1.28 "**Levy Contribution**" means the levy contributions, as determined from time to time and referred to in Clause 11 and includes special contributions, as referred to In Clause 11.11, and additional contributions, as referred to in Clause 11.12;

- 1.1.29 "**Local Authority**" means the Municipality in whose municipal area The Wilds Estate is located;
- 1.1.30 "**Managing Agent**" shall mean any person or body appointed to undertake routine management of the Development Scheme and of the affairs of the Company. Should the Managing Agent constitute a corporate body, any reference to the Managing Agent as a member of any committee shall be deemed to be a reference to a nominee or appointee of the Managing Agent approved by the Board
- 1.1.31 "**Member**" means a member of the Association and reflected as an owner in the records of the Deeds Office as the registered owner of any Stand or Unit or a portion of a Stand or of an undivided share in a Stand or Unit within The Wilds Estate;
- 1.1.32 "**Members' Meeting**" means any meeting of the Members and refers collectively to the Annual General Meeting and any other general meetings of the Association;
- 1.1.33 "**MOI**" means this Memorandum of Incorporation together with any Schedules thereto, and as amended from time to time;
- 1.1.34 "**Month**" means a calendar Month;
- 1.1.35 "**Office**" means the registered office of the Association;
- 1.1.36 "**Purchaser**" means any person who has concluded a Deed of Sale for the purchase of a Stand located within the Estate;
- 1.1.37 "**Regulations**" means the Regulations published in terms of the Act;
- 1.1.38 "**Roads**" means the roads that have been constructed on the Land within The Wilds Estate including all right of way servitudes;
- 1.1.39 "**Rules**" means the rules of governance referred to in Section 15 of the Act;

- 1.1.40 "**Scheme**" means any sectional title scheme or Development Scheme having a fraction assigned to each Unit of the Scheme, established in terms of the Sectional Titles Act;
- 1.1.41 "**Sectional Titles Act**" means the Sectional Titles Act 95 of 1986, as amended;
- 1.1.42 "**Services**" means the provision of water, sewerage, electricity, drainage, telecommunications, refuse removal, road maintenance, fire fighting, security, transport and such other utilities and amenities as may be provided by or at the instance of or with approval of the Board.
- 1.1.43 "**Solvency and Liquidity Test**" has the meaning attributed thereto in section 4 of the Act.
- 1.1.44 "**Stand**" means any Erf in The Wilds Estate registered as such in the Deeds Office, and includes a Unit and any Stand which is used or owned by the Company as a common area, and also includes any undivided share in an Erf or any portion thereof;
- 1.1.45 "**The Wilds Estate**" means the Estate
- 1.1.46 "**Town Planning Scheme**" means the operative town planning scheme of the Local Authority applicable to The Wilds Estate;
- 1.1.47 "**Unit**" means any group housing unit, sectional title unit (inclusive of any exclusive use areas attached to it) or a residential unit (other than a Stand) for a single family as defined in the Town Planning Scheme, with or without outbuildings which is, or may be registered in the Deeds Office;
- 1.1.48 "**Works**" shall mean construction works of any sort in relation to any improvement within The Wilds Estate including, without limiting the generality of the foregoing, the construction of all buildings, outbuildings, structures of any nature, swimming pools, tennis courts, walls, fences and landscape architectural features.

- 1.2 In this MOI, unless the context clearly indicates otherwise :
- 1.2.1 words and expressions defined in the Act and which are not defined herein shall have the meanings given to them In the Act;
- 1.2.2 a reference to a section of the Act by number refers to the corresponding section of the Act notwithstanding the renumbering of such section after the date on which this MOI is registered;
- 1.2.3 in any instance where there is a conflict between a provision (be it expressed, implied or tacit) of this MOI and :
- 1.2.3.1 an alterable or elective provision of the Act, the provision of this MOI shall prevail to the extent of the conflict; and
- 1.2.3.2 an unalterable provision of the Act, the unalterable provision of the Act shall prevail to the extent of the conflict, unless the MOI imposes on the Association a higher standard, greater restriction, longer period of time or similarly more onerous requirement, in which event the relevant provision of this MOI shall prevail to the extent of the conflict;
- 1.2.4 Clause headings are for convenience only and are not to be used in its interpretation;
- 1.2.5 an expression which denotes :
- 1.2.5.1 any gender includes the other genders;
- 1.2.5.2 a natural person includes a juristic person and vice versa; and
- 1.2.5.3 the singular includes the plural and vice versa;
- 1.2.6 if the due date for the performance of any obligation in terms of this MOI is a day which is not a Business Day then (unless otherwise stipulated), the due date for the performance of the relevant obligation shall be the immediate succeeding Business Day;

- 1.2.7 any reference to a notice shall be construed as a reference to a written notice, and shall include a notice which is transmitted electronically in a manner and form permitted in terms of the Act and/or the Regulations.
- 1.3 Any reference in this MOI to :
- 1.3.1 "days" shall be construed as calendar days unless qualified by the word "business" in which case Clause 1.6 shall apply, and when this MOI provides for the happening of one event and another, the number of days must be calculated by;
- 1.3.1.1 excluding the day on which the first such event occurs;
- 1.3.1.2 including the day on or by which the second event is to occur;
- 1.3.1.3 excluding any public holiday, Saturday or Sunday that falls on or between the days contemplated in Clauses 1.3.1.1 and 1.3.1.2, respectively; and
- 1.3.1.4 if that day is not a Business Day, then same shall be the first succeeding Business Day;
- 1.3.2 "law" means any law of general application and includes the common law and any statute, constitution, decree, treaty, regulation, directive, ordinance, by-law, order or any other enactment of legislative measure of government (including local and provincial government) statutory or regulatory body which has the force of law and a reference to any statutory enactment shall be construed as a reference to that enactment as amended or substituted from time to time;
- 1.3.3 "writing" means legible writing and in English and includes printing, typewriting, lithography or any other mechanical process, as well as any Electronic Communication in a manner and a form permitted in terms of the Act and/or the Regulations.

- 1.4 The words "include" and "including" mean "include without limitation" and "including without limitation". The use of the words "include" and "including" followed by a specific example or examples shall not be construed as limiting the meaning of the general wording preceding it.
- 1.5 Unless otherwise provided in this MOI or the Act:
- 1.5.1 defined terms appearing herein in title case shall be given their meaning as defined, while the same terms appearing in lower case shall (except where defined in the Act) be interpreted in accordance with the plain English meaning;
- 1.5.2 any words or expressions defined in any Clause shall, unless the application of such word or expression is specifically limited to that Clause, bear the meaning assigned to such word; and
- 1.5.3 any words or expressions defined in the Act (as per Schedule 1 hereto shall, if not inconsistent with the subject or context, bear the same meaning herein.
- 1.6 Where a particular number of Business Days is provided for between the happening of one event and another, the number of days must be calculated by excluding the day on which the first event occurs and including the day on which or by which the second event is to occur.
- 1.7 Where figures are referred to in numerals and in words, and there is any conflict between the two, the words shall prevail, unless the context indicates a contrary intention.
- 1.8 Any reference herein to "this MOI" shall be construed as a reference to this MOI as amended from time to time.

- 1.9 Whenever any person is required to act "as an expert and not as an arbitrator" in terms of this MOI, then
 - 1.9.1 such expert may be a natural person or, as far as is practical, a firm or organisation;
 - 1.9.2 the determination of the expert shall (in the absence of manifest error) be final and binding;
 - 1.9.3 subject to any express provision to the contrary, the expert shall determine the liability for his or its charges, which shall be paid accordingly;
 - 1.9.4 the expert shall be entitled to determine such methods and processes as he or it may, in his or its sole discretion, deem appropriate in the circumstances provided that the expert may not adopt any process which is manifestly biased, unfair or unreasonable;
 - 1.9.5 the expert shall consult with the relevant parties (provided that the extent of the expert's consultation shall be in his or its sole discretion) prior to rendering a determination; and
 - 1.9.6 having regard to the sensitivity of any confidential information, the expert shall be entitled to take advice from any person considered by him or it to have expert knowledge with reference to the matter in question.
- 1.10. All Schedules attached to this MOI form part of this MOI.
- 1.11. This MOI and any rules of the Company, are binding:
 - 1.11.1. between the Company and each Member;
 - 1.11.2. between or among the Members of the Company; and
 - 1.11.3. between the Company and:

- 1.11.3.1. each Director or prescribed officer of the Company, or any other persons serving the Company as a member of a Board committee; and
- 1.11.3.2. the developer in its capacity as such (and represented by not more than 7 (seven) nominees) or its successors-in-title in their capacity as such.
- 1.12. In the event of there being more than one person constituting a Member, each such person shall be jointly and severally liable with every other such person for all the obligations of a Member in terms of the MOI.
- 1.13. Where any provision of this MOI provides that a document, record or statement, other than a notice contemplated in section 6 (10) of the Act, may be published on the Company's website (if any), a notice of availability of that document, record or statement, summarising its content and satisfying any prescribed requirements, in accordance with Regulation 6 of the Regulations, shall be delivered to each intended recipient of the document, record or statement, together with instructions for receiving the complete document, record or statement.
- 1.14. In the event of any provisions of this MOI being invalid for any reason whatsoever, then such provisions shall be deemed to be separate and severable without in any way affecting the validity or enforceability of the remaining provisions.

2. INCORPORATION

The Association :

- 2.1 is a Non-Profit Company with voting Members, incorporated for the benefit of the communal interests of its Members;
- 2.2 shall not distribute its income and property to its Incorporators, Members, Directors, officers or persons related to any of them, except to the extent permitted by Item 1(3) of Schedule 1 to the Act.

- 2.3 The Association is incorporated in accordance with and governed by:
 - 2.3.1 the unalterable provisions of the Act, save to the extent that this MOI imposes on the Company a higher standard, greater restriction, longer period of time or similarly more onerous requirement, and
 - 2.3.2 the alterable provisions of the Act, subject to the limitations, extensions, variations or substitutions set out in this MOI; and
 - 2.3.3 the other provisions of this MOI.

3. POWERS OF THE ASSOCIATION

- 3.1. The Company has all the legal powers and capacity of a natural person, except to the extent that the Company:
 - 3.1.1. as a juristic person, is incapable of exercising any such power, or having any such capacity; or
except to the extent that the Company's Memorandum of Incorporation provides otherwise; and
 - 3.1.2. provided that the Association must apply all of its assets and income, however derived, to advance its stated objects, as set out in this MOI
- 3.2 The Company may not, directly or indirectly, pay any portion of its income or transfer any of its assets to any person who is or was a Member, Director or Incorporator of the Company or a person appointing a Director of the Company, save in terms of Item 1(3) of Schedule 1 to the Act.
- 3.3 The exercise of the powers of the Company is subject to such restrictions, limitations and/or qualifications (if any) as may appear from this MOI.

4. AMENDMENTS TO THE MOI

- 4.1 Save for correcting errors substantiated as such from objective evidence or which are self-evident errors (including, but without limitation ejusdem generis, spelling, punctuation, reference, grammar or similar defects) in the MOI, which the Board is empowered to do, all other amendments of the MOI shall be effected in accordance with section 16(1) of the Act The Board shall publish a copy of any such correction effected by the Board on the Association's website.
- 4.2 In order to fulfill the requirements for exemption from income tax on levies payable to, or accruing to, the Association, any amendments to this MOI must be submitted to the Commissioner of the South African Revenue Services.

5. MAIN BUSINESS AND OBJECTS

- 5.1 The main business of the Association is:
- 5.1.1 to promote, advance and protect the communal interest of Members of the Association;
- 5.1.2 to promote, advance and protect the communal interests of Members of the Association, and in promoting such communal Services to provide and maintain essential and community Services, amenities and activities within The Wilds Estate in such a way as to allow for Members to derive maximum benefit therefrom;
- 5.1.3 to regulate access and egress to The Wilds Estate, and to exercise control over the maintenance of the Stands (and improvements thereon) by the registered owners thereof, and also to exercise control over and to regulate the use and maintenance of Common Areas, the Services, Facilities and any amenities arising from the Development Scheme;

5.1.4 to preserve, promote and advance the main attributes of The Wilds Estate, being:

- the good name of The Wilds Estate;
- the privacy of The Wilds Estate;
- the high level of security it affords to its Members, their families and invitees; and
- the ease of access, egress and travelling to, from and within The Wilds Estate.

5.1.5 to guard against the increase of the density of the Stands on the Land.

5.2 The sole object of the Association is to manage the collective interests common to all its Members, which includes expenditure relating to the Common Areas, and the collection of levies from Members.

5.3 Neither the Developer, the Association or the Board shall be entitled to exercise any rights, take or omit any action or procure that the Association or the Developer exercise any rights, or take or omit any action that will be in conflict with the objects of the Association.

6. OPTIONAL PROVISIONS OF THE ACT

The Association does not, in terms of section 34 (2) of the Act, elect to comply voluntarily with the provisions of Chapter 3 of the Act.

7. CONDITIONS

The special conditions which apply to the Association and the requirements additional to those prescribed in the Act for their alteration are –

- 7.1 the income and property of the Association whenever so derived shall be applied solely towards the promotion of its sole object and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever to the Members of the Association or to its holding company or subsidiary, provided that nothing herein contained shall prevent the payment in good faith of reasonable remuneration to any officer or servant of the Association or to any Member thereof in return for any services actually rendered to the Association;
- 7.2 The Association shall be wound-up, deregistered or dissolved, subject to Item 1 (4) (a) and (b) of Schedule 1 to the Act, subject further thereto that:
- 7.2.1 the Members shall, by way of a special resolution at or immediately before the time of dissolution; or
- 7.2.2 failing which the Court shall;
- determine one or more non-profit companies, registered external non-profit companies carrying on activities within the Republic, voluntary Associations or non-profit trusts to which the net assets of the Association shall be distributed.
- 7.3 Distributions referred to in Clause 7.2 above shall only be made to non-profit companies, registered external non-profit companies carrying on activities within the Republic, voluntary Associations or non-profit trusts who have been exempt from income tax in terms of section 10 (1) (e) (i) (cc) of the Income Tax Act.
- 7.4 The Association is not permitted to distribute its funds to any person other than to a similar Association of persons.
- 7.5 Funds available for investment may only be invested with a financial institution as defined in section 1 of the Financial Services Board Act 97 of 1990 and in securities listed on a stock exchange as defined in section 1 of the Stock Exchanges Control Act 1 of 1985.

8. FINANCIAL YEAR

The Financial Year end of the Association is the last day of February in each year.

9. ACCOUNTING RECORDS AND FINANCIAL STATEMENTS

9.1 Notwithstanding the provisions of Clause 6, the Association shall keep all such accurate and complete accounting records, in English, as are necessary to enable the Association to satisfy its obligations in terms of:

9.1.1 the Act;

9.1.2 the Regulations;

9.1.3 any other law with respect to the preparation of financial statements to which the Association may be subject; and

9.1.4 this MOI;

9.2 The Association shall each year prepare annual financial statements within 6 (six) months after the end of its financial year, or such shorter period as may be appropriate to provide the required notice of a general meeting in terms of Section 61 (7) of the Act read with Clause 14;

9.3 The Association shall, annually, appoint an auditor at its annual general meeting. If the Association appoints a firm as its auditor, any change in the composition of the Members of that firm shall not, in itself, create a vacancy in the office of auditor;

9.4 In every Financial Year the financial statements of the Association shall be examined and the correctness thereof verified by the Auditors;

9.5 The duties of the auditors shall be regulated in accordance with Part C of Chapter 3 of the Act, taking into account Regulations 26 to 29;

9.6 At each annual general meeting, the Directors shall lay before the Association the financial statements for the previous year, consisting of income statements, cash flows and balance sheets for the immediately preceding two Financial Years of the Association. The balance sheet for the immediately preceding year shall be accompanied by the reports of the Directors and the Auditors.

9.7 The annual financial statements shall be prepared on the basis that, subject to Clause 1.2.3.2 above, is not inconsistent with any unalterable provision of the Act, and shall satisfy as to form and content, the financial reporting standards as determined by the Act;

9.8 In the event that the annual financial statements of the Association are required to be audited , independently reviewed, or otherwise assessed in terms of any statute other than the Act, or a regulatory order, the Association shall comply with its relevant obligations in that regard;

9.9 Notwithstanding Clauses 9.2, 9.5 and 9.6, the Board may either in respect of a particular Financial Year of the Association or for any other fixed or indefinite period, resolve that the annual financial statements shall be audited or independently reviewed, as the case may be, in which event such audit or independent review shall be conducted in accordance with the requirements and parameters set out in the relevant resolution, and this Clause 9;

10. MEMBERSHIP

10.1 The Association shall have a single class of Members with voting rights.

10.2 Membership of the Association shall be limited to:

10.2.1 persons who are reflected in the records of the Deeds Office as the registered owner of any Stand, except for Stands registered at the Deeds Office in the name of the Association; and

- 10.2.2 the Developer in his capacity as such, but only until the end of the Development Period.
- 10.3 Membership to the Association is compulsory and the Registered Owner of a Stand may not resign as a Member.
- 10.4 Where any Stand is owned by more than one person, all the registered owners thereof shall be deemed to be a single Member of the Association, and shall collectively have the rights and obligations a single Member of the Association; provided however that all co-owners of any Stand shall be jointly and severally liable for the due performance of all obligations owing to the Association.
- 10.5 Concurrently with every offer to purchase a Stand in The Wilds Estate, every Purchaser must also consent in the prescribed form to his/her/its membership of the Association, and shall also choose a domicilium citandi et executandi address for purposes of Clause 10.16 below failing which, the Stand shall be deemed to be his domicilium citandi et executandi. Thereafter, and upon registration of the purchased Stand in his name shall, ipso facto become a Member of the Association and shall be bound by this MOI and the rules of the Company, and when he ceases to be the registered owner of such Stand he shall, ipso facto cease to be a Member of the Association.
- 10.6 in the event of :
- 10.6.1 any Stand being owned by more than one person, the co-owners concerned shall elect one of their number as liaison person for the Stand concerned, and shall notify the Association of the name and address of such liaison person;
- 10.6.2 the Member being a corporate or unincorporated body, such body shall nominate a natural person to act as its representative and shall advise the Association of such nomination and any change therein/thereto from time to time. The natural person so nominated shall, in a personal capacity,

- jointly and severally be liable for the obligations of the Member in terms of this MOI.
- 10.7 A Member shall not part with occupation and possession of his Stand, whether temporarily or otherwise, unless he has agreed with the proposed occupier or possessor of the said Stand, as a stipulation in favour of the Association that such occupier or possessor shall be bound by all the terms and conditions of this MOI, and the Rules and House Rules and Rules of Conduct (if any) of the Association.
- 10.8 No Member may rezone a Stand or in any way change the use for which a Stand may be utilised whether by way of rezoning, change of land use rights or a consent use or otherwise, irrespective of whether such consent is granted by any lawful authority without the written approval of the Board.
- 10.9 No Member may subdivide or consolidate a Stand, nor erect a second dwelling on his Stand, irrespective of whether any lawful authority grants permission for such subdivision or consolidation or second dwelling without the written approval by the Board.
- 10.10 A Member may, with the prior written approval of the Board and upon such conditions as the Board may impose, cede such rights as may vest in him in terms of this MOI, as security to the mortgagee of that Member's Stand.
- 10.11 Every Member shall, to the best of his ability, support, maintain and further the objects and interests of the Association and the characteristics of The Wilds Estate, and shall observe the provisions of the MOI and all Rules made by the Association, and shall procure that all members of his household and all his guests, agents and invitees, shall be made aware of the provisions of this MOI and all Rules made by the Association, and that they shall observe same.

- 10.12 A failure by a Member to observe the provisions of the MOI or any Rule made by the Association or the Board shall render such Member liable to a fine as determined by the Board from time to time.
- 10.13 When a Member ceases to be the registered owner of (or ceases to have a right to or interest in) a Stand he shall, unless otherwise determined by the Board (on such conditions as may be decided) ipso facto cease to be a Member of the Association; provided however that the Member shall remain liable to the Association in respect of any amounts or obligations owing to the Association at the time when the Member ceases to be a Member of the Association.
- 10.14 The Board shall be entitled to bind the Members to contribute by way of levies, as provided in Clauses 11.2, 11.11 and 11.12, towards the funds of the Association, and to enforce payment of, and to collect and receive from Members, such contributions and/or levies.
- 10.15 The Board shall be entitled to enforce compliance with this MOI in such manner as it may deem fit, and in particular by means of a system of fines or such additional Levy Contributions as it may deem fit to prescribe.
- 10.16 The Association shall keep a register of Members which shall include, as a minimum :
- 10.16.1 the full names of the Member, or Members if the Stand is owned by more than one person;
- 10.16.2 the identity number, or registration number, of the Member(s), referred to in Clauses 10.16.1 above;
- 10.16.3 a description of the Stand registered in the name of the Member, or Members, referred to in Clause 10.16.1 above;
- 10.16.4 The chosen domicilium citandi et executandi, as required by Clause 10.5 above, of such Member(s), for purposes of service of any and all notices and legal process; and

- 10.16.5 an e:mail address, postal address, physical address and/or a telex or telefax number, for purposes of delivering a notice, document or statement in terms of this MOI or the Act.
- 10.17 It shall be the Members' obligation to ensure that the information referred to in Clause 10.16 is accurate and true. Should any change occur with regards to the information referred to in Clause 10.16 above, the Member(s) shall duly communicate such change to the Association, in writing, within 14 (fourteen) days from date of such change.
- 10.18 The Association shall bear no responsibility and incur no liability for any inaccurate information provided to it by its Members.
- 10.19 The Developer may, at any time, abandon in whole or in part, any Developer's Rights conferred upon it and shall be deemed to have done so at the end of the Development Period; provided however that nothing hereinbefore contained shall be construed as depriving the Developer of any rights it may have in terms hereof as an ordinary Member of the Association.
- 10.20 It is hereby recorded, for the benefit of all Members of the Association, that all Rules of the Company are implemented with the intention of ensuring that living at The Wilds Estate is an enjoyable experience for all Members.
- 10.21 The conduct of the Members, their families and invitees is expected to show the appropriate respect towards fellow Members, their families, guests, Facilities, the fauna and flora and the environment in general.
- 10.22 The Members of the Association shall be jointly liable for expenditure incurred in connection with the Association.
- 10.23 A Member shall not in any manner, Alienate a Stand without the prior written approval (which approval shall not unreasonably be withheld) of or subsequent written ratification by the Board, and unless it is a condition of the alienation that the proposed transferee has bound himself to become

and remain a Member of the Association for the duration of his ownership of his Stand and a clearance certificate has been issued by the Association to the effect that the provisions of the MOI have been complied with and the transferor of the Stand is in good standing with all his obligations owing to the Association.

10.24 This MOI and any Rules of the Company put in place, and in particular those dealing with access control and security, shall further be binding on a Member and on any person having possession or occupying a Stand.

10.25 The Board may provide for the issue of a membership certificate, which certificate shall be in such form as may be prescribed by the Board from time to time.

10.26 No Member ceasing to be a Member of the Association for any reason (nor shall any such Member's executors, curators, trustees or liquidators) have any claim upon or interest in or right to the funds or other property of the Association and, in particular, no Member, alienating a Stand, shall be entitled to any refund of a Levy or any portion thereof.

10.27 The Association may claim from any Member of his Estate any arrear levies and interest, or other sums due from him to the Association at the time of his ceasing to be a Member.

10.28 Membership of the Association shall commence on the date on which transfer of a Stand is registered in the name of the Member.

11. FINANCE COMMITTEE, LEVIES AND CONTRIBUTIONS

11.1 The Board may, in terms of Clause 21 below, read with this Clause 11, establish a Finance Committee, which shall consist of at least one Director and such other Members as the Board may determine. The Finance Committee shall act under delegated authority of the Board;

- 11.2 The Board shall from time to time impose Levy Contributions upon Members for the purpose of meeting all the expenses which the Association has incurred or to which the Finance Committee reasonably anticipates the Association will be liable (including expenditure of a capital nature) in the pursuance of its main objective of the Association and whether by way of :
- 11.2.1 maintenance, repair, improvement and keeping in good order and condition the Services, Facilities and Common Areas;
- 11.2.2 for the payment of all rates and other charges owing by the Association to the Local Authority in respect of the Common Areas and/or for any Services rendered to the Association by the Local Authority;
- 11.2.3 for payment of the salaries and/or wages of the employees of the Association; and
- 11.2.4 generally for the payments of all expenses necessarily or reasonably incurred in connection with the management of the Estate, the Association and its affairs.
- 11.3 in pursuance of the objectives of Clause 11.2 above, the Finance Committee :
- 11.3.1 shall prepare an annual budget of income and expenditure (the "annual budget") prior to the commencement of following Financial Year; and
- 11.3.2 shall include in the annual budget an amount to be transferred to and held in reserve ("the reserve fund"¹) to meet anticipated future expenditures not of an annual nature, including without limitation reasonable provision for the future maintenance, repairs and replacements of capital equipment, Services, Facilities and Common Areas.

- 11.4 in computing and levying contributions for each Member, whether as a Levy Contribution, special contribution or an additional contribution, respectively referred to in Clauses 11.2, 11.11 and 11.12, the Finance Committee shall take into account the nature of each Scheme, and expense relating to it as prescribed by the Board, as well as the extent of each Member's Stand or portion of a Stand.
- 11.5 The Board shall approve the annual budget before the commencement of the following Financial Year.
- 11.6 The Board shall, whenever it shall consider it appropriate, be entitled to recover the Levy Contributions referred to in Clause 11.4 from Members from time to time, and at the end of each Financial Year, or as soon thereafter as reasonably possible, notify each Member at the address chosen by him or her, of the nature and amount of the relevant Levy Contributions to be paid by Members and required by the Association to meet the expenses during the following Financial Year.
- 11.7 Each notice to Members advising of any Levy Contribution shall specify the amount payable by that Member.
- 11.8 The Board may in its absolute discretion differentiate between one type of Scheme to another and may similarly determine that the portion of the total expenses in terms of the annual budget be apportioned in different ratios in respect of differing Schemes or Stands utilised for differing Schemes, depending on the nature of the intended or actual use thereof.
- 11.9 Every Levy Contribution, referred to in Clause 11.4, shall be payable in such manner as the Board may from time to time determine.
- 11.10 In the event of the Board, for any reason whatsoever, failing to prepare and serve notice as envisaged in these Clauses 11.6 and 11.7 timeously, every Member shall until receipt of such notice continue to pay the relevant Levy Contributions previously imposed, and shall after such

notice immediately pay such adjusted Levy Contributions as may be specified in the notice referred to in Clauses 11.6 and 11.7.

- 11.11 The Board may from time to time levy special contributions upon all Members in respect of all such expenses as are mentioned in Clause 11.2 (but not limited thereto) and whether included or not in any estimate made in terms of Clauses 11.6 and 11.7.
- 11.12 The Board may from time to time levy additional contributions upon specific Members for Services provided (for example, but not limited to, the removal of building rubble and the cleaning of Stands or for non-compliance of the Rules).
- 11.13 The Board shall in addition to such other rights as the Association may have in law as against its Members, to determine the rate of interest from time to time chargeable upon arrear Levy Contributions; provided that such rate of interest shall not exceed the rates laid down in terms of the Prescribed Rate of Interest Act, 55 of 1975, as amended.
- 11.14 Any amount due by a Member by way of Levy Contributions, together with any interest owed by the Member to the Association, shall be a debt due by him to the Association. The obligation of a Member to pay all Levy Contributions and interest shall cease upon his ceasing to be a Member without prejudice to the Association's rights to recover all arrear Levy Contributions and interest.
- 11.15 Subject to Clause 11.16, in calculating the contributions payable by any Member, the Finance Committee shall as far as reasonably practical :
- 11.15.1 assign costs arising directly out of a Stand itself to the Member owning such Stand or any interest therein;
- 11.15.2 assign a proportion of costs attributable generally to a particular Scheme to the owners of Units in that Scheme in equal shares; and
- 11.15.3 assign those costs for Services attributable to The Wilds Estate as a whole, generally to the owners of all the Units equally.

- 11.16 The Board shall at all times, and notwithstanding anything to the contrary contained in this MOI, where it considers it to be equitable to do so, have the right and discretion to :
- 11.16.1 assign to a Member such greater or lesser share of costs as it may consider as reasonable in the circumstances including further to arrange for separate metering of a Stand in respect of the supply of Services provided by the Association;
- 11.16.2 assign to any Member a greater or lesser proportion of the costs of maintaining any Facilities on The Wilds Estate as it may consider reasonable in the circumstances; and
- 11.16.3 assign to the registered owner of a subdivision or consolidated Stand for development purposes or a single residential Stand, whether consolidated or not, a greater or lesser share of the costs as it may consider reasonable in the circumstances having regard to the value of such subdivision or consolidation or Stand with or without improvements as determined by a valuator appointed by the Board specifically for that purpose.
- 11.17 No Member shall be entitled to any of the privileges of membership of the Association, including without limitation the right to vote at a Members' Meeting, unless and until he or she shall have paid every Levy Contribution together with interest thereon and any legal or other costs incurred in the collection of Levy Contributions (if any), which may be due and payable to the Association from whatsoever cause arising.
- 11.18 Each and every Member individually shall indemnify and hold harmless the Association against any action by the Member, members of his family or any person present within The Wilds Estate at the invitation of or under the control of the Member concerned, whatsoever the nature of such claims and howsoever arising.

- 11.19 Any person using any of the Services, Land and sporting or recreational Facilities of The Wilds Estate does so entirely at his own risk and no person shall have any claim against the Association of whatsoever nature arising from such use, nor for anything which may befall any person during the course of such use, whether caused by human or animal agency, natural phenomena or otherwise.
- 11.20 No person or Member shall have any claim against the Association as a result of fire or any substance, liquid or gas, escaping from the property of the Association and causing damage to any person or property of any Member.
- 11.21 The Board shall be entitled to impose penalty levies on owners who have failed to comply with their obligations to build, as determined by the Board, as the case may be, in the Deed of Sale by virtue of which the Stand was obtained which levies shall be payable in addition to levies normally applicable to other Stand.

12. THE PROCEDURE FOR MAKING OF RULES

- 12.1 Publishing of any Rules made in terms of section 15 (3) to (5) of the Act, or any amendment thereof, shall :
- 12.1.1 be in writing and be sent by ordinary post or delivered by hand, telefax, e-mail or published on the Association's website (if any);
- 12.1.2 be addressed to the respective Member at his address shown in the register of Members; and
- 12.1.3 be deemed to have been received by the Member to whom it is addressed at the time of delivery thereof, or on the 7th day following the posting thereof (excluding the day upon which it was posted) in the Republic, or in the case of a telex or telefax, on the acknowledgment slip thereof, or in the case of e:mail, on the date and time recorded by the computer of the Association.

12.2 Notwithstanding the provisions of Clause 12.1 above, where an amendment to the Rules is one to correct self-evident errors (including, but without limitation ejusdem generis, spelling, punctuation, reference, grammar or similar defects), the Board shall publish a copy of any such correction effected by the Board on the Association's website (if any). If the Association does not have a website, such correction shall be published in the manner provided in Clause 12.1.1 above.

12.3 Should any notice, document or statement be published on the Association's website, the provisions of Clause 1.13 shall be complied with.

13. RULES, MANAGEMENT REGULATIONS AND HOUSE RULES

13.1 The Board may, in terms of section 15 (3) of the Act, from time to time make, amend or repeal any necessary or incidental Rules relating to the Association, and the authority of the Board in this regard is not limited or restricted in any manner in this MOI;

13.2 In addition to Clause 13.1 above, the Rules of the Association in existence at the time that this MOI is registered at the Commission, shall be binding as if such Rules were made in accordance with this MOI and in terms of the Act.

13.3 In addition to the Rules referred to in Clause 13.1 above, but subject to any restriction imposed or direction given at an Members' Meeting of the Association, the Board may from time to time make, amend or repeal management regulations and house rules in regard to but not limited to –

13.3.1 the means of access to, and the rules by which Members and members of their households, their guests, agents, contractors and tenants may gain access, to The Wilds Estate, including the registration of guests and visitors;

- 13.3.2 the limitation of the number of persons and vehicles permitted to visit a Member;
- 13.3.3 the use by Members and their households, guests and lessees of any Roads, driveways, water areas and open spaces including the right to prohibit, restrict or control the use of any of the Roads, driveways and open spaces on the Common Areas or any portions thereof as may from time to time be necessary or expedient;
- 13.3.4 the use of parking areas wheresoever situated;
- 13.3.5 the use of any Stand in a Development Scheme;
- 13.3.6 the placing of movable objects upon the outside of any building, including the power to remove any such objects;
- 13.3.7 the preservation of the environment including the right to control vegetation and the right to prohibit and/or control the erection of fences, whether upon or within the boundaries of any part of The Wilds Estate and/or an individual Stand;
- 13.3.8 the right to prohibit, restrict or control the keeping of pets in and upon The Wilds Estate and any animal regarded as dangerous or a nuisance;
- 13.3.9 the conduct of any person within The Wilds Estate for the prevention of nuisances of any nature including disturbing the peace;
- 13.3.10 the use of all Common Areas and Facilities including the right to make a reasonable charge for the use thereof;
- 13.3.11 the furtherance and promotion of the objectives of the Association and/or for the better management of the affairs of the Association and/or for the protection and advancement of the interests of Members and/or residents in The Wilds Estate;
- 13.3.12 standards and guidelines for architectural design of all buildings, outbuildings, structures of any nature, swimming pools, tennis courts and

- all additions and alterations to any such buildings, outbuildings or structures erected or to be erected in The Wilds Estate, and in particular to control the design of the exterior of such buildings, outbuildings or structures and the materials used on such exteriors to ensure an attractive, aesthetically pleasing character to all the buildings in The Wilds Estate;
- 13.3.13 the positioning on any Stand of all buildings, outbuildings, structures of any nature, swimming pools, tennis courts and all additions and alterations thereof;
- 13.3.14 the standards and guidelines for the design of all site Works, buildings, structures, installations and projections on the Stand in The Wilds Estate, including arials, air conditioners, pergolas, side: walks, swimming pools, tennis courts, awnings, Jacuzzi's, carports, paved pathways and landscaping features and Works as well as the parking of vehicles;
- 13.3.15 the access to, or use of, any other Services not specifically provided in this Clause;
- 13.3.16 traffic rules (including speed limits) and the enforcement thereof;
- 13.3.17 refuse removal; and
- 13.3.18 supervision of all employees and independent contractors of the Association.
- 13.4 For the enforcement of any of the existing or future Rules, management regulations and/or house rules made by the Board in terms hereof, the Board may :
- 13.4.1 give notice to any Member requiring him or her to remedy any such breach within a reasonable period (which may not be less than 7 days) as the Board may determine;
- 13.4.2 take or cause to be taken such steps as it may consider necessary to remedy any breach committed by the Member, or resident or any person for whose conduct the Member may be held liable, and debit the costs (on

- a joint and several basis) of so doing, to the responsible Member and/or persons concerned;
- 13.4.3 impose a system of fines or penalties, as the case may be, the amounts of which fines and penalties shall be determined by the Board; or
- 13.4.4 take such action including proceedings in court as it may deem necessary.
- 13.5 The management regulations and house rules or any amendment thereto or repeal thereof must be published in accordance with Clauses 1.13 and 12 above, and shall be effective from date of such publication unless the Board provides a different date ('the effective date'); provided however the effective date may not be earlier than date of publication.
- 13.6 In the event of the Board commencing any legal proceedings in a court of competent jurisdiction against any Member or resident or occupier within The Wilds Estate for the enforcement of any of the Rules, management regulations, house rules or rights of the Association in terms of this MOI, including but not limited to the collection of any arrear Levy Contributions, interest and/or any other debt due to the Association by the Members, the Association shall be entitled to appoint such attorneys and counsel as it deems necessary and to recover all legal costs so incurred from the Member, resident or occupier concerned, calculated as between attorney and own client, and to debit such Member's account with such legal costs accordingly if necessary. This provision shall also apply when a Member or resident or occupier institutes legal proceedings against the Association for the enforcement of his rights in terms of this MOI.
- 13.7 In the event of any breach of the said Rules by any resident or any member of the Member's household, or the Member's agents, contractors, guests or tenants, the Board may take or cause to be taken such steps against the person actually committing the breach as it may in its sole discretion deem necessary.

- 13.8 in the event of any Member disputing the fact that he or she has committed a breach of any Rules, management regulation and/or house rule, a committee of three persons appointed by the Board for the purpose shall adjudicate upon the issue at such time and in such manner and according to such procedure as the Chairperson may direct; provided that natural justice shall be observed. A person who is not satisfied with the decision of the said committee may appeal to the Board whose decision is final.
- 13.9 Any fine imposed upon a Member or person referred to in Claus 13.6 above (albeit jointly and/or severally) in terms of the MOI shall be deemed to be a debt owing by the Member and/or the said person to the Association and, if not paid, shall be recoverable by ordinary civil process.
- 13.10 The Association may in general meeting itself make, amend or repeal any Rules, management regulations and/or house rules which the Board may make and may, in general meeting, cancel, vary or modify any Rules , management regulations and/or house rules made by it or by the Board from time to time; provided that no Member shall have any right of action or recourse against the Association in respect of losses or damages suffered arising from the enforcement of any Rule, management regulation or house rule; and provided further that the Board shall not be entitled to reintroduce any Rule, management regulation or house rule (or any amendment thereto) which has been repealed (or amended) by the Association in general meeting.
- 13.11 Rules made or amended by the Board or at general meeting take effect on a date that is the later of:
- 13.11.1 10 (ten) Business Days after the Rule has been filed at the Commission; and
- 13.11.2 the date, if any, specified in the Rule.

- 13.12 Rules, management regulations and house rules made by the Board or by the Association in general meeting must be reasonable, must not unduly discriminate between owners of Stands put to substantially the same use, and must be consistent with the Act and this MOI.

14. MEMBERS' MEETINGS AND PROXIES

- 14.1 The Association shall, within six Months after the end of each Financial Year, hold a general meeting of Members as its Annual General Meeting in addition to any other Members' Meetings during that year and shall specify the meeting as such in the notice calling such meeting.
- 14.2 A meeting convened in terms of Clause 14.1 above, shall, at a minimum, provide for the following business to be transacted at the meeting :
- 14.2.1. presentation and consideration of:
- 14.2.1.1 the Directors' report;
- 14.2.1.2 the financial statements for the immediately preceding Financial Year; and
- 14.2.1.3 the auditors' report;
- 14.2.2 election of Directors, to the extent required by the Act or this MOI;
- 14.2.3 the noting of contributions and/or levies for the Financial Year;
- 14.2.4 the appointment of an auditor for the ensuing Financial Year; and
- 14.2.5 any other matters raised by the Members, with written advance notice of at least 30 (thirty) days to the Association.
- 14.3 Such Annual General Meeting shall be held at such location and time, as the Board shall decide from time to time. Every general meeting shall, unless otherwise resolved by the Board, be held within the municipal area of Pretoria.
- 14.4 All Members' Meetings other than Annual General Meetings shall be called extraordinary general meetings.

- 14.5 The Board may whenever it deems fit convene an extraordinary general meeting and must call such a meeting, in terms of section 61(3) of the Act, if :
- 14.5.1 one or more written and signed demands for such a meeting are delivered to the Association; and
- 14.5.2 each such demand describes the specific purpose for which the meeting is proposed; and
- 14.5.3 in aggregate, demands for substantially the same purposes are made and signed by Members, as of the earliest time specified in any of those demands, of at least 10% (ten percent) of the voting rights entitled to be exercised in relation to the matter proposed to be considered at the meeting; provided however that no extraordinary general meeting or annual general meeting shall be convened to take place between 10 December and 15 January.
- 14.6 The Board may, as an alternative to calling an extraordinary general meeting, and insofar as is practical and in accordance with the provisions of the Act:
- 14.6.1 submit a resolution for consideration to the Members entitled to exercise voting rights in relation to the resolution; and
- 14.6.2 such resolution may be voted on in writing by the Members entitled to exercise voting rights in relation to the resolution within 20 (twenty) days after the resolution was submitted to them.
- 14.7 A resolution provided for in Clause 14.6 above, shall be referred to as a Round Robin Resolution and shall comply with the provisions of section 60 of the Act.
- 14.8 Any business required by the Act or the MOI to be discussed during an Annual General Meeting, may not be conducted in the manner contemplated in Clause 14.6 above,

provided however that, an election of a Director that could be conducted at a Members meeting, may instead be conducted by way of written polling, in accordance with Clause 14.6 above, of all the Members entitled to exercise voting rights in relation to the election of that Director.

14.9 The authority of the Association to conduct a Members' Meeting entirely by Electronic Communication, or to provide for participation in a Members' Meeting by Electronic Communication so long as the Electronic Communication employed ordinarily enables all Persons participating in that Members' Meeting to communicate concurrently with each other without an intermediary, and to participate reasonably effectively in the Members' Meeting, is not limited or restricted.

14.10 The Company:

14.10.1 must deliver a notice of every Members' Meeting in the prescribed manner and form to all the Members of the Company as of the record date for the meeting, at least 15 (fifteen) Business Days before the meeting is to be held; and

14.10.2 may call a meeting with less notice than required by Clause 14.10.1, but such a meeting may proceed only if every person who is entitled to exercise voting rights in respect of any item on the meeting agenda:

14.10.2.1 is present at the meeting; and

14.10.2.2 votes to waive the required minimum notice of the meeting.

14.11 A notice of a Members' Meeting must be in writing and must include:

14.11.1 the date, time and place for the meeting and the record date of the meeting;

14.11.2 the general purpose of the meeting and any specific purpose contemplated in Clause 14.5.2, if applicable;

- 14.11.3 a copy of any proposed resolution of which the Company has received notice and which is to be considered at the meeting, and the notice of the percentage of voting rights that will be required for that resolution to be adopted;
- 14.11.4 in the case of an annual general meeting of the Company, also the financial statements or a summarized form thereof; provided that if the said financial statements are presented in summarized form, the first page of the summary must state prominently –
 - 14.11.4.1 that it is a summary, and it must identify the summarized financial statements;
 - 14.11.4.2 whether or not the financial statements that have been summarized were audited or not;
 - 14.11.4.3 the name and professional designation, if any, of the individual who prepared or supervised the preparation of the financial statements that have been so summarized; and
 - 14.11.4.4 the steps required to obtain a copy of the financial statements that have been summarized,
- 14.11.5 a reasonable prominent statement that:
 - 14.11.5.1 a Member entitled to attend and vote at the meeting is entitled to appoint a proxy to attend, participate in and vote at the meeting in the place of the Member, or two or more proxies, if this MOI so permits;
 - 14.11.5.2 a proxy must be a Member of the Company; and
 - 14.11.5.3 section 63(1) of the Act requires that meeting participants provide satisfactory identification.
- 14.12 Subject to Clauses 14.13 to 14.15 below, the quorum requirement –

- 14.12.1 for a Members' Meeting to begin, is at least 50% (fifty percent) of the Members who are entitled to exercise voting rights in respect of at least 1 (one) matter to be decided at that meeting, present in person or by proxy; and
- 14.12.2 for a matter to be decided at that meeting is at least 50% (fifty percent) exercise voting rights on that matter at the time the matter is called on the agenda, and provided further that such matter may not begin to be considered unless sufficient persons are present in person or by proxy to comply with the said quorum requirement.
- 14.13 If, within thirty minutes after the appointed time for the meeting to begin, the requirements of Clause 14.12 :
 - 14.13.1 for that meeting to begin have not been satisfied, the meeting is postponed without motion or vote, for no longer than the period referred to in Clause 14.20 below;
 - 14.13.2 for consideration of a particular matter to begin have not been satisfied :
 - 14.13.2.1 if there is other business on the agenda, consideration of that matter may be postponed to a later time in the meeting without motion or vote; or
 - 14.13.2.2 if there is no other business on the agenda of the meeting, the meeting is adjourned for one week, without motion or vote.
- 14.14 The Chairperson at the meeting that cannot begin due to the operation of Clause 14.12, may extend the thirty minute limit allowed in terms of Clause 14.13 for a reasonable period on the grounds that :
 - 14.14.1 exceptional circumstances affecting weather, transportation or Electronic Communication have generally impeded or are generally impeding the ability of Members to be present at the meeting; or
 - 14.14.2 one or more particular Members, having been delayed, have communicated an intention to attend the meeting, and those Members,

together with others in attendance, would satisfy the requirements of Clause 14.12.

- 14.15 If, at the time appointed in terms of Clause 14.13 for the postponed meeting to begin, or for an adjourned meeting to resume, and the requirements of Clause 14.12, have not been satisfied, the Members of the Company present in person or by proxy will be deemed to constitute a quorum.
- 14.16 After a quorum has been established for the Members' Meeting to begin, or for a matter to be considered at a Members' Meeting, the meeting may continue, and the matter may be considered, notwithstanding the fact that the quorum does not remain established for the entire meeting or until the said matter has been finally considered (as the case may be).
- 14.17 The Company is required to give further notice of the meeting that is postponed or adjourned in terms of Clause 14.13.
- 14.18 A Members' meeting, or the consideration of any matter being debated at that meeting, may be adjourned from time to time subject to Clause 14.19, on a motion supported by persons entitled to exercise, in aggregate, a majority of the voting rights:
- 14.18.1 held by all of the persons who are present in person or by proxy at the meeting at the time; and
- 14.18.2 that are entitled to be exercised on at least one matter remaining on the agenda of the meeting, or on the matter under debate, as the case may be.
- 14.19 An adjournment of the meeting, or of the consideration of the matter being debated at the meeting, in terms of Clause 14.18 may be either to a fixed time and place, or until further notice, as agreed at the meeting, and requires that a further notice be given to all Members.

- 14.20 A meeting may not be adjourned beyond a date that is 60 (sixty) Business Days after the date on which the adjournment occurred.
- 14.21 For an ordinary resolution to be adopted at the Members' Meeting, it must be supported by the holders of more than 50% (fifty percent) of the voting rights exercised on the resolution.
- 14.22 For a special resolution to be adopted at a Members' Meeting, it must be supported by the holders of at least 75% (seventy-five percent) of the voting rights exercised on the resolution.
- 14.23 A special resolution is not required, except in the case of the matters referred to herein and in Schedule 4 hereto.
- 14.24 Any two Members of the Company:
- 14.24.1 may propose a resolution concerning any matter in respect of which they are each entitled to exercise voting rights; and
- 14.24.2 when proposing that resolution, may require that the resolution be submitted to Members for consideration:
- 14.24.2.1 at a meeting demanded in terms of Clause 14.5;
- 14.24.2 at the next Members' Meeting; or
- 14.24.3 by written vote in terms of Clause 14.6.
- 14.25 Any proposed resolution must be:
- 14.25.1 expressed with sufficient clarity and specificity; and
- 14.25.2 accompanied by sufficient information or explanatory material to, enable a Member who is entitled to vote on the resolution to determine whether to participate in the meeting and to seek to influence the outcome of the vote on the resolution.
- 14.26 At a meeting of Members, voting may either be by a show of hands, or by polling.

- 14.27 At every Members' Meeting:
- 14.27.1 every Member present in person or by proxy and entitled to vote shall have one vote for each Stand registered in his name;
 - 14.27.2 co-owners having proprietary rights or interests in respect of the same Stand shall, subject to the provisions of Clause 14.35 below jointly have one vote;
 - 14.27.3 the Developer shall, apart from the voting rights conferred upon it (see Clause 14.27.1 above) until such time that the last Stand in The Wilds Estate is sold and transferred, have a veto right with regard to any matter contained in this MOI (and/or the Rules of the Association), or with regard to any other matter requiring a vote or decision to be taken in respect of any amendment and/or addition to the Rules or to the MOI of the Company.
- 14.28 Save as expressly provided for in this MOI, no person other than a Member duly registered, and who shall have paid Levy Contribution and other sum, if any, which shall be due and payable to the Association in respect of or arising out of his membership, and who is not under suspension shall be entitled to be present or to vote on any matter either personally or by proxy, at any Members' Meeting.
- 14.29 If voting on a particular matter is by polling, any person who is present at the meeting, whether as a Member or as proxy for a Member, has the number of votes determined in accordance with the provisions of Clause 14.27 above.
- 14.30 A polled vote must be held on any particular matter to be voted on at a meeting if the demand for such a vote is made by:

- 14.30.1 at least 5 (five) persons having the right to vote on that matter, either as a Member or as proxy representing a Member; or
- 14.30.2 a person who is, or persons who together are entitled, as a Member or as proxy representing a Member, to exercise at least 10% (ten percent) of the voting rights entitled to be voted on that matter.
- 14.31 Every resolution and every amendment of a resolution proposed at a Members' Meeting shall be seconded at the meeting and if not so seconded shall be deemed not to have been proposed.
- 14.32 An ordinary resolution (that is a resolution other than a special resolution) or the amendment of an ordinary resolution shall be carried on a simple majority of all votes cast thereon, and an abstention shall not be counted as a vote for or against the resolution in question. In the case of equality of votes for and against any resolution, the Chairperson shall not have a casting vote.
- 14.33 Unless any Member present in person or by proxy at a General Meeting shall before the closure of the meeting have objected to :
- 14.33.1 any declaration made by the Chairperson of the meeting as to the result of any voting at the meeting, whether by show of hand or by poll; and/or
- 14.33.2 the propriety of validity of the procedure at such a meeting;
- such declaration by the Chairperson shall be deemed to be a true and correct statement of the voting, and the meeting shall in all respects be deemed to have been properly and validly constituted and conducted, and an entry in the minutes to the effect that any motion has been carried or lost, with or without a record of the number of votes recorded in favour of or against such motion, shall be conclusive evidence of the vote so recorded if such entry confirms the declaration made by the Chairperson of the meeting as to the result of any voting at the meeting,

- 14.34 The Chairperson of the Board shall preside as Chairperson at every Members' Meeting, if there is no such Chairperson, or if at any Members' Meeting he is not present within 15 (fifteen) minutes after the time appointed for holding the Members' Meeting or is unwilling to act as Chairperson, the Members entitled to vote which are present shall select a Director present at the Members' Meeting, or if no Director be present at the Members' Meeting, or if all the Directors present decline to take the chair, the members entitled to vote shall select one of their number which is present to be Chairperson of the Members' Meeting.
- 14.35 Where there are joint registered holders of any Stand, any one of such persons may vote at any meeting, either personally or by proxy, in respect of such Stand as if he were solely entitled thereto, and if more than one of such joint holders be present at any meeting personally or by proxy, that one of the said persons so present whose name Stands first on the Members' register in respect of such Stand, shall alone be entitled to vote in respect thereof. Where there are several executors or administrators of a deceased Member's Stand, any of such executors or administrators may vote in respect of such Stand, unless any other of such executors or administrators is present at the meeting at which such vote is tendered and objects to the vote, in which case the executor or administrator whose name Stands first on the Letters of Executorship / Letters of Authority shall alone be entitled to vote in respect of such Stand.
- 14.36 If there is a deadlock between the Members a dispute shall be deemed to exist between the Members, which shall be dealt with as contemplated in Clause 31 below. Any such deadlock shall not constitute a ground for the winding up of the Company.
- 14.37 At any time, a Member may appoint any other Member of the Company as a proxy to:
- 14.37.1 participate in, speak and vote at a Members' Meeting on behalf of the Member who appointed him;

- 14.37.2 give or withhold written consent on behalf of that Member to a resolution referred to in Clause 14.6 above.
- 14.38 A Member of the Company is entitled to appoint a maximum of 1 (one) other Member as proxy to exercise voting rights on his behalf.
- 14.39 A Members' proxy shall not be entitled to delegate his powers to another person.
- 14.40 A Member must deliver to the Company the signed proxy form or a copy thereof not less than 24 (twenty-four) hours (or such lesser period as the Directors may determine in relation to any particular meeting) before the time for holding the meeting (including an adjourned meeting) at which the person named in the proxy form proposes to vote. The instrument appointing a proxy shall be in the form as shown in Schedule 5 hereto, or in any other form which the Directors shall approve.
- 14.41 The authority of a Member's proxy to decide without direction from the Member whether to exercise or abstain from exercising any voting right of the Member, is not limited or restricted by this MOI.
- 14.42 A proxy appointment must comply with the provisions of section 58(2) of the Act, and the further provisions of section 58(4)(5)(6)(8) and (9) shall apply to proxy appointments.
- 14.43 The proxy form shall be signed by the Member concerned or his duly authorised agent, provided that where a Member is more than one person, a majority of those persons shall sign the proxy form on such Member's behalf. Where a Member is a company, the proxy form may be signed by the Chairperson of the Board of Directors of that company or by its Secretary, and where an Association of persons, by the Secretary thereof, or in the case of a trust, a duly appointed Trustee thereof.
- 14.44 A proxy form shall remain valid for a period of 1 (one) year after date of signature thereof.

14.45 A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the death or mental disorder of the principal or revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the membership in respect of which the proxy is given, provided that no intimation in writing of such death, insanity, revocation or transfer as aforesaid shall have been received by the Association at its Office before the commencement of the Members' Meeting or adjourned Members' Meeting at which the proxy is used.

15. RECORD DATE

15.1 If the Board determines a Record Date (as defined in the Act), it may not be earlier than the date on which the Record Date is determined or more than 10 (ten) Business Days before the date on which the event or action, for which the Record Date is being set, is scheduled to occur.

15.2 if, at any time, the Board fails to determine a Record Date, the Record Date for the relevant matter is —

15.2.1 in the case of a Members' Meeting, the latest date by which the Association is required to Deliver to Members entitled to vote, notice of that Members' Meeting; or

15.2.2 the date of the action or event, in any other case,

15.3 The Association must publish a notice of a Record Date for any matter by :

15.3.1 delivering a copy to each Member in the manner prescribed in Clause 1.13 above; and

15.3.2 posting a conspicuous copy of the notice:

15.3.2.1 at the clubhouse located in the Estate;

15.3.2.2 on its website (if any).

16. THE BOARD OF DIRECTORS

- 16.1 There shall be a Board of Directors of the Association which shall consist of not less than 2 (two) and not more than 7 (seven) Directors. Any failure by the Association at any time to have the minimum number of Directors, does not limit or negate the authority of the Board, or invalidate anything done by the Board or the Association.
- 16.2 A Director shall be an individual but need not himself be a Member of the Association.
- 16.3 A Director, by accepting his appointment to office as such, shall be deemed to have agreed to be bound by all the provisions of this MOI.
- 16.4 All Directors to be appointed to office shall be elected by the Members entitled to exercise voting rights in such an election.
- 16.5 Each of the Directors shall be elected in accordance with the provisions of Clause 14.6 above, or by Members at a general meeting to serve as a Director.
- 16.6 An Alternate Director shall serve in the place of a Director during that Director's absence or inability to act as Director. If a person is an Alternate Director in respect of more than 1 (one) Director, or if an Alternate Director is also a Director, he shall have a separate vote on behalf of each Director he is representing, in addition to his own vote (if any).
- 16.7 In addition to satisfying the qualification and eligibility requirements set out in Section 69 of the Act, to become or remain a Director or alternate Director of the Company, a person need not satisfy any further eligibility requirements or qualifications.
- 16.8 Subject to the provisions of Clause 16.20 below, the manner of electing Directors of the Company is as follows :

- 16.8.1 the election is to be conducted by polling with the names of all candidates nominated for election to the Board appearing on the ballot paper and those candidates who receive the highest support (provided each of them receive more than 50% (fifty percent) of the votes exercised) will be deemed to be elected to serve on the Board.
- 16.9 Subject to Clause 16.13, the Board may appoint a person who satisfies the requirements for election as a Director to fill any vacancy and serve as a Director of the Company on a temporary basis until the vacancy has been filled by election in terms of Clause 16.6, and during that period any person so appointed has all of the powers, functions and duties, and is subject to all of the liabilities, of any other Director of the Company.
- 16.10 A person becomes entitled to serve as a Director of the Company when that person :
- 16.10.1 has been elected in accordance with the provisions of this MOI; and
- 16.10.2 has delivered to the Company a written consent to serve as a Director of the Company.
- 16.11 The Company may pay :
- 16.11.1 remuneration to its Directors for their service as Directors, provided however that such remuneration may be paid only in accordance with a special resolution approved by the Members;
- 16.11.2 remuneration to any Director called upon to perform extra services or to render any special services for any of the purposes of the Company and such remuneration may be either in addition to or in substitution for his share in the remuneration determined under Clause 16.11.1 above. The Company may also pay any Director who serves on any committee or who devotes special attention to the business of the Company or otherwise performs services which in the opinion of the Board are outside the scope of the ordinary duties of a Director, such extra remuneration by way of

salary, commission, percentage of profits or by any or all of these modes or otherwise as the Board may determine; provided however that before any remuneration referred to in this Clause 16.11.2 is paid, the Company shall first comply with the provisions of Clause 16.11.1 above.

16.11.3 all travelling, hotel and other expenses properly incurred by a Director in or about the performance of his duties as Director, including those of attending and travelling to and from Board meetings or meetings of any committee, or for attending any meeting of the Board of the Company.

16.12 The authority of the Board, as set out in Section 45 of the Act, to authorise the Company to provide financial assistance to a Director, prescribed officer or other person referred to in Section 45 (2) of the Act is restricted by this MOI, and the Company shall not provide financial assistance (as defined in Section 45 of the Act) to a Director, prescribed office or other person or entity referred to in Section 45(2) of the Act.

16.13 If a vacancy arises on the Board, it must be filled by :

16.13.1 a new appointment, if the Director was appointed as a Director of the Company, or

16.13.2 by a new election conducted:

16.13.2.1 at the next annual general meeting of the Company; or

16.13.2.2 if the Company is not required to hold an annual general meeting, then within six Months after the vacancy arose at a meeting of Members called for the purposes of electing Directors, or by a poll of the Members entitled to exercise voting rights in an election of the Director as contemplated in Clause 16.8 above.

16.14 A Director may be removed by an ordinary resolution supported by more than 50% (fifty percent) of the voting rights exercised on the said resolution, adopted at a Members' Meeting by Members entitled to vote in

an election of that Director, provided however that before the Members of the Company may consider a resolution for the removal of that Director –

- 16.14.1 the Director concerned must be given notice of the meeting and the resolution, at least equivalent to that which a Member is entitled to receive, irrespective of whether or not the Director is a Member of the Company; and
- 16.14.2 the Director must be afforded a reasonable opportunity to make a presentation, in person or through a representative, to the meeting, before the resolution is put to a vote.
- 16.15 All elected Directors shall serve on the Board for a term to be determined in terms of Clause 17 below.
- 16.16 No person other than a Director retiring at the meeting (and who is willing to continue to act) shall, unless recommended by the Directors for election, be eligible for election to the office of Director at any Members' Meeting unless, before the start of the meeting, there shall have been given to the Board of the Company notice, in writing, by some Member ("the Proposer") duly qualified to be present and vote at the meeting for which such notice is given of the intention of the Proposer to propose such person for election as a Director. Any such notice shall be signed by the Proposer and shall furthermore contain the full personal and contact details of the Proposer. The Proposer shall also provide the full personal details, full contact details, qualifications and work experience of the person so proposed for appointment as a Director and such notice of proposal shall also be signed by the person so proposed indicating his willingness to be elected as a Director of the Company. In the event that an insufficient number of nominations are received from Members to fill all vacancies on the Board, the Board shall be entitled to nominate more candidates at the meeting where the election of Directors is to take place.
- 16.17 If at any Members' Meeting at which an election of Directors ought to take

place, the place of any retiring Director is not filled, he shall, if willing, continue in office until the dissolution of the following annual general meeting in the next year, and so on from year to year until his place is filled, unless it shall be determined at such meeting not to fill such vacancy.

- 16.18 The office of a Director shall forthwith be vacated if a Director:
- 16.18.1 becomes ineligible or disqualified as set forth in Schedule 2 hereto; or
- 16.18.2 if he is removed from the Board in terms of Clauses 16.14 or 16.22; or
- 16.18.3 if he is due for retirement in terms of the provisions of this MOI; or

- 16.18.4 if he absents himself from the meetings of the Directors, except on the Company's business, for 3 (three) consecutive meetings without special leave of absence from the Board and the Board resolves that his office be vacated; or
- 16.18.5 if he is directly or indirectly interested in any contract or proposed contract with the Company and fails to disclose his interest and the nature thereof in the manner required by the Act.
- 16.19 A Director may hold any other office or place of profit in the Company other than that of auditor in conjunction with his Directorship and may be appointed thereto upon such terms as to remuneration, tenure of office and otherwise as may be determined by the Board, but subject to Clause 16.10 above. A Director may, notwithstanding his interest, be counted in the quorum present at any meeting at which he is so employed or appointed to hold any such office of profit with the Company but he must not take part in the consideration of the matter and may not vote on such employment or appointment and must not execute any document on behalf of the Company in relation to that matter unless specifically requested or directed to do so by the Board.
- 16.20 A Members' Meeting may, by a simple majority vote, resolve that there where 2 (two) or more persons are to be appointed as Directors of the Company, such appointment shall be made on a single resolution.
- 16.21 If the Company has more than two Directors and a Member or Director has alleged that a Director of the Company has become:
- 16.21.1 ineligible or disqualified in terms of Section 69 of the Act, other than on the grounds contemplated in Section 69(8)(a); or
- 16.21.2 incapacitated to the extent that the Director concerned is unable to perform the functions of a Director and is unlikely to regain that capacity within a reasonable time; or

16.21.3 has neglected, or been derelict in the performance of the functions of Director, the Board, other than the Director concerned, must determine the matter by resolution and may remove the Director concerned whom it has determined to be

16.22 The continuing Directors (or sole continuing Director) may act notwithstanding any vacancy in their body, but, if and so long as their number is reduced below the number fixed by or pursuant to this MOI as a quorum, the continuing Directors or Director may act only for the purpose of summoning a Members' Meeting, for purposes of electing Directors.

16.23 If there is no Director able and willing to act, then any Member entitled to exercise voting rights in the election of a Director may convene a Members' Meeting for the purpose of appointing Directors.

17. RETIREMENT OF DIRECTORS

17.1 No Director shall be appointed for life or for an indefinite period and all Directors shall retire at the end of every annual general meeting, unless re-elected.

18. Authority of the Board of Directors

18.1 The business and affairs of the Company are managed by or under the direction of the Board, which has the authority to exercise all of the powers and perform any of the functions of the Company and consequently all the powers of the Board are unlimited.

18.2 Subject to the restrictions contained in the Act and in the Memorandum of Incorporation:

18.2.1 the Board may, subject to and under authority of a prior special resolution passed by the Members of the Company, borrow money and may mortgage or bind its undertaking and property (or any part thereof) and may issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company; and

18.2.2 the Members shall be obliged to permit the Board to cause the Company to secure the repayment of any sum or sums or the performance of any obligation referred to in Clause 18.2.1 by means of any mortgage, charge or other security on the undertaking or the assets of the Company, as approved by the Members by way of a special resolution, and no other mortgage, charge or other security which is in contravention herewith, shall be valid.

19. ROUND ROBIN RESOLUTIONS

19.1 The authority of the Board to consider a matter other than at a meeting is not limited or restricted by this MOI and therefore, a decision that could be voted on at a meeting of the Board, may instead be adopted by written consent of a majority of the Directors, given in person, or by Electronic Communication; provided that each Director has received the required notice of the matter to be decided.

19.2 A round robin resolution shall, as soon as is practical, after adoption or rejection thereof, be noted and filed in the minute book of the Association.

20. GENERAL POWERS AND DUTIES OF DIRECTOR

20.1 The Directors may :

20.1.1 establish and maintain any non-contributory or contributory pension, superannuation, provident and benefit funds for the benefit of; and

- 20.1.2 give pensions, gratuities and allowances to and make payments for or towards the insurance of, any persons who are employees or ex-employees (including Directors or ex-Directors) of the Association, or of any company which is or was a subsidiary of the Association or is or was in any way allied to or associated with it or any such subsidiary, and the wives, widows, families and dependents of such persons.
- 20.2 Within 30 (thirty) days of the holding of each Annual General Meeting, the Board shall from its members elect a Chairperson and a Vice Chairperson who shall hold office until the next Annual General Meeting; provided that the offices of the Chairperson and Vice Chairperson shall ipso facto be vacated by the Director holding such office upon his ceasing to be a Director for any reason.
- 20.3 The Chairperson shall preside at all meetings of the Board and all Members' Meetings and shall perform all duties incidental to the office of the Chairperson and such other duties as may be prescribed by the Board from time to time.
- 20.4 The Vice Chairperson shall assume the powers and duties of the Chairperson in the absence of the Chairperson or his inability or refusal to act as Chairperson, and failing the appointment of a Vice Chairperson, a Director nominated by the majority of the remaining Directors of the Board shall perform such duties as may from time to time be assigned to him by the Chairperson of the Board.
- 20.5 The Board shall further have the power to require that any Works being constructed within The Wilds Estate shall be supervised to ensure that the provisions of these Clauses and the Rules, management regulations and/or house rules are complied with and that all work is performed in a proper and workmanlike manner.
- 20.6 The Board shall have the right to vary, cancel or modify any of its decisions and resolutions from time to time.

20.7 The Board shall have the right to co-opt onto the Board any professional person or persons chosen by it to assist the Board. A co-opted Director need not necessarily be a Member of the Association. A co-opted Director shall have the right to be notified of and to attend all Board meetings and to speak thereat in all respects as if he was a full Board member but shall have no vote at any such meetings and may not be elected to the office of Chairperson or Vice Chairperson, Save as aforesaid, a co-opted Director shall enjoy all the rights and be subject to all the obligations of a Director.

21. BOARD COMMITTEES

21.1 The Directors may appoint any number of Board committees and delegate to such committees any authority of the Board. The members of such committees may include persons who are not Director; provided they are not ineligible or disqualified to be appointed or selected as Directors; and provided further that they shall not be entitled to vote.

21.2 No person shall be appointed as a member of a Board committee, if he is ineligible or disqualified and any such appointment shall be a nullity. A person who is ineligible or disqualified must not consent to be appointed as a member of a Board committee nor act as such a member. A person placed under probation by a court must not serve as a member of a Board committee unless the order of court so permits.

21.3 There are no general qualifications prescribed by the Association for a person to serve as a member of a Board committee in addition to the requirements of the Act.

21.4 A member of a Board committee shall cease to hold office as such immediately he becomes ineligible or disqualified in terms of the Act.

21.5 Committees of the Board may consult with or receive advice from any person.

21.6 Meetings and other proceedings of a committee of the Board consisting of more than 1 (one) member shall be governed by the provisions of this MOI regulating the meetings and proceedings of Directors.

21.7 In addition to the Finance Committee as provided for in terms of Clause 11 above, or any other committees as the Board may determine, the Board shall establish Amenities, Aesthetics and Security Committees.

22. PERSONAL FINANCIAL INTERESTS OF DIRECTORS

22.1 For the purposes of this Clause 22, "Director" includes an alternate Director (if any), a prescribed officer, and a person who is a member of a committee of the Board, irrespective of whether or not the person is also a member of the Board.

22.2 At any time, a Director may disclose any personal financial interest in advance, by delivering to the Board a notice, in writing, setting out the nature and extent of that Personal Financial Interest, to be used generally by the Association until changed or withdrawn by further written notice from that Director.

22.3 If a Director has a personal financial interest in respect of a matter to be considered at a meeting of the Board, or Knows that a Related Person has a Personal Financial Interest in the matter, the Director :

22.3.1 must disclose the Personal Financial Interest and its general nature before the matter is considered at the meeting;

22.3.2 must disclose to the meeting any material information relating to the matter, and known to the Director;

22.3.3 may disclose any observations or pertinent insights relating to the matter if requested to do so by the other Directors;

22.3.4 if present at the meeting, must leave the meeting immediately after making any disclosure contemplated in Clauses 22.3.2 or 22.3.3;

- 22.3.5 must not take part in the consideration of the matter, except to the extent contemplated in Clauses 22.3.2 or 22.3.3;
- 22.3.6 while absent from the meeting in terms of this Clause 22.3:
- 22.3.6.1 is to be regarded as being present at the meeting for the purpose of determining whether sufficient Directors are present to constitute a quorum; and
- 22.3.6.2 is not to be regarded as being present at the meeting for the purpose of determining whether a resolution has sufficient support to be adopted; and
- 22.3.7 must not execute any document on behalf of the Association in relation to the matter unless specifically requested or directed to do so by the Board.
- 22.4 If a Director acquires a Personal Financial Interest in an agreement or other matter in which the Association has a material interest, or knows that a Related Person has acquired a Personal Financial Interest in the matter, after the agreement or other matter has been approved by the Association, the Director must promptly disclose to the Board, the nature and extent of that personal financial interest, and the material circumstances relating to the Director or Related Person's acquisition of that personal financial interest.
- 22.5 A decision by the Board, or a transaction or agreement approved by the Board, is valid despite any Personal Financial interest of a Director or Person Related to the Director, only if :
- 22.5.1 it was approved following the disclosure of the Personal Financial Interest in the manner contemplated in this Clause 22; or
- 22.5.2 despite having been approved without disclosure of that Personal Financial Interest, it has been ratified by an ordinary resolution by the Members following disclosure of that Personal Financial Interest or so declared by a court.

23. PROCEEDINGS OF DIRECTORS

23.1 A Director authorised by the Board :

23.1.1 may, at any time, summon a meeting of the Directors; and

23.1.2 must call a meeting of the Directors if required to do so by at least 2 (two) Directors.

23.2 The Directors may determine what period of notice, which period of notice shall not be less than 48 (forty-eight) hours, shall be given of meetings of Directors and may determine the means of giving such notice, in writing, which may include telephone, telefax or Electronic Communication. It shall be necessary to give notice of a meeting of Directors to all Directors even those for the time being absent from South Africa.

23.3 If all of the Directors :

23.3.1 acknowledge actual receipt of the notice; or

23.3.2 are present at a meeting of the Directors; or

23.3.3 waive notice of the meeting,

the meeting may proceed even if the Association failed to give the required notice of that meeting, or there was a defect in the giving of the notice.

23.4 The Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit and shall meet, as a minimum, at least once every quarter.

23.5 A meeting of Directors may be conducted by Electronic Communication and/or one or more Directors may participate in a meeting of Directors by Electronic Communication so long as the Electronic Communication facility employed ordinarily enables all persons participating in that meeting to communicate concurrently with each other without an intermediary, and to participate effectively in the meeting.

- 23.6 The quorum for a Directors' meeting is 4 (four) Directors (but not including co-opted Directors) personally present; provided that, should a Director attend a Board meeting through Electronic Communication, that Director shall be deemed to have been present at the meeting for purposes of this Clause 23.6.
- 23.7 The Chairperson shall preside as such at all meetings of the Board; provided that should, at any meeting of the Board, the Chairperson not be present within 30 (thirty) minutes after the time appointed for the holding thereof, then the Vice Chairperson shall act as Chairperson at such meeting, provided further that should the Vice Chairperson also not be present within 30 (thirty) minutes of the time appointed for the holding of such a meeting, those Directors present shall appoint a Chairperson from the meeting, who shall thereupon exercise all the powers and duties of the Chairperson in relation to that meeting.
- 23.8 If within 30 (thirty) minutes from the time appointed for the holding of a Board meeting a quorum is not present, the meeting shall stand adjourned to the same day in the next week at the same place and time, or at such other place as the Chairperson shall appoint, and if at such subsequent meeting the subject to the adjournment, a quorum is not present within half an hour from the time appointed for holding the meeting, the Directors present shall be a quorum.
- 23.9 Each Director has 1 (one) vote on a matter before the Board and a simple majority of the votes cast on a resolution is sufficient to approve that resolution.
- 23.10 In the event of an equality of votes for and against any resolution, the Chairperson will not have the casting vote.
- 23.11 The Association must keep minutes of the meetings of the Board, and any of its committees, and include in the minutes :

- 23.11.1 any declaration given by notice or made by a Director as required by Clause 22;
- 23.11.2 every resolution adopted by the Board;
- 23.11.3 a record of every vote exercised by any Director against a proposed resolution which is eventually passed by the Board.
- 23.12 Resolutions adopted by the Board must be dated and sequentially numbered, and are effective as of the date of the resolution, unless the resolution states otherwise.
- 23.13 No resolution shall be of any force or effect or shall be binding upon the Members of the Company unless such resolution has been passed in terms of the powers of the Board.
- 23.14 Any minutes of a meeting, or a resolution, signed by the Chairperson of the meeting, or by the Chairperson of the next meeting of the Board, is evidence of the proceedings of that meeting, or adoption of that resolution, as the case may be.
- 23.15 A Round Robin Resolution of Directors shall be as valid and effectual as if it had been passed at a meeting of the Directors duly called and constituted, provided that each Director has received notice of the matter to be decided upon.
- 23.16 The Board of Directors may determine the period of time within which written consent or refusal must be provided and such a period of time should, as far as is practical, be included in the original notice.

24. COMMON AREAS

- 24.1 The Common Areas in the case of a Scheme vests in the body corporate of that Scheme and are not subject to the powers and obligations of the Association or the Board.

- 24.2 All Common Areas (if any) which vest in the Association is subject to the provisions of this MOI and the Rules, management regulations and house rules.
- 24.3 Members shall be entitled access to all Common Areas in respect of which the Association holds title or tenancy subject to compliance by Members with the Rules, management regulations and/or house rules pertaining to such Common Areas.
- 24.4 The Board may from time to time and whenever they deem it necessary, limit, restrict or suspend is in relation to any such part of such Common Areas as defined hereto.
- 24.5 The Board may make house rules and/or management regulations relating to access by the general public to certain Common Areas in order to confine the public access to such areas.
- 24.6 The Board may require any Member to maintain the sidewalk adjacent to his Stand and in the event of such Member failing to maintain such sidewalk to the satisfaction of the Board, the Board shall be entitled to take such action as may be necessary for the maintenance of such sidewalk and to charge the Member concerned.
- 24.7 Where the boundary of one Members property also constitutes the boundary of The Wilds Estate, such Member shall be obliged to permit the Association to erect upon such Member's property immediately adjacent to such boundary, such walling or other fencing as the Board may determine. Such Member shall not be entitled to interfere in any manner whatsoever with any such walling or fencing, and shall permit the Association form time to time access to such Member's property in order to inspect such walling or fencing and to effect such repairs as may be necessary from time to time. In the event of such Member wishing to erect his own walling or fencing, he shall be obliged to erect same within the walling or fencing referred to above and subject to such conditions as the Board may lay

down to permit the Association access to the boundary walling or fencing concerned.

25. ALIENATION

25.1 No Member shall Alienate any Stand or rights thereto until the Board (under the hand of one of its Directors) on the Board's behalf, has certified that the Member has at date of transfer fulfilled all his or her financial obligations to the Association.

25.2 No Stand or Unit or any interest therein shall further be Alienated without the consent of the Association, which consent shall not be unreasonably withheld :

25.2.1 unless such Member is indebted to the Association in any way in respect of Levy Contributions, special conditions, fines or other penalties, interest or any debt due which the Association may in terms of the MOI, be entitled to claim from him; and

25.2.2 the proposed Purchaser has agreed, in writing, to become a Member of the Association.

25.3 Before a Stand is transferred, the Member who has Alienated such Stand shall pay to the Association an administration fee for issuing a clearance certificate in respect of the proposed transfer as may be determined by the Board or the Finance Committee from time to time.

26. LOSS OF DOCUMENTS

The Association shall not be responsible for the loss in transmission of any cheque, warrant, certificate or (without any limitation eiusdem generis) other document sent through the post either to the registered address of any Member or to any other address requested or indicated by the Member.

27 NOTICES

- 27.1 The Association may give notices, documents, records or statements or notices of availability of the foregoing, in the manner set forth in Schedule 3 hereto.
- 27.2 Any Member who/which has furnished an Electronic Address to the Association, by doing so:
- 27.2.1 authorises the Association to use Electronic Communication to give notices, documents, records or statements or notices of availability of the foregoing to her/him/it; and
- 27.2.2 confirms that same can conveniently be printed by the Member within a reasonable time and at a reasonable cost.
- 27.3 Any notice required to be given by the Association to the Members, and not expressly prohibiting the provisions of this Clause from applying, shall be sufficiently given (subject to giving a notice of availability in accordance with Clauses 27.1 or 27.2), if given by posting it on the Association's web site until at least the date when the event to which the notice refers occurs.
- 27.4 Any notice, document, record or statement or notice of availability of the foregoing sent by the Association shall be deemed to have been delivered on the date and time determined in accordance with Schedule 3 hereto.
- 27.5 A Member shall be bound by every notice Delivered to the Person who was, at the date on which that notice was Delivered or established to the satisfaction of the Directors (as the case may be) as the Member, notwithstanding that the Member may then have been dead or may subsequently have died or have been or become otherwise incapable of acting as a Member.

27.6 The Association shall not be bound to use any method of giving notice, documents, records or statements or notices of availability of the foregoing, contemplated in the Regulations in respect of which provision is made for deemed delivery, but if the Association does use such a method, the notice, document, record or statement or notice of availability of the foregoing shall be deemed to be delivered on the day determined in accordance with the Regulations. In any other case, when a given number of days' notice or notice extending over any period is required to be given (which are not Business Days, which shall be calculated in accordance with Clause 1.3), the provisions of Clause 1.3 shall also be applied.

27.7 As regards the signature of an Electronic Communication by a Member, it shall be in such form as the Directors may specify to demonstrate that the Electronic Communication is genuine, or failing any such specification by the Directors, it shall be constituted by the Member indicating in the Electronic Communication that it is the Member's intention to use the Electronic Communication as the medium to indicate the Member's approval of the information in, or the Member's signature of the document in or attached to, the Electronic Communication which contains the name of the Member sending it in the body of the Electronic Communication.

28. INDEMNITY

28.1 For the purposes of this Clause 28, "Director" includes a former Director, an alternate Director (if any), a prescribed officer, a person who is a member of a committee of the Board, irrespective of whether or not the person is also a member of the Board.

28.2 The Association may –

- 28.2.1 not directly or indirectly pay any fine that may be imposed on a Director, or on a Director of a related company, as a consequence of that Director having been convicted of an offence in terms of any national legislation, unless the conviction was based on strict liability;
- 28.2.2 advance expenses to a Director to defend litigation in any proceedings arising out of the Director's service to the Association; and
- 28.2.3 directly or indirectly indemnify a Director for —
 - 28.2.3.1 any liability, other than in respect of —
 - 28.2.3.1.1 any liability arising in terms of Section 77 (3)(a), (b) or (c) of the Act or from willful misconduct or willful breach of trust on the part of the Director; or
 - 28.2.3.1.2 any fine contemplated in Clause 28.2.1;
 - 28.2.3.2 any expenses contemplated in Clause 28.2.2 irrespective of whether it has advanced those expenses, if the proceedings —
 - 28.2.3.2.1 are abandoned or exculpate the Director; or
 - 28.2.3.2.2 arise in respect of any other liability for which the Association may indemnify the Director in terms of Clause 28.2.3.1
- 28.3 The Association may purchase insurance to protect —
 - 28.3.1 a Director against any liability or expenses contemplated in Clause 28.2.2 or Clause 28.2.3; or
 - 28.3.2 the Association against any contingency including but not limited to —
 - 28.3.2.1 any expenses :
 - 28.3.2.1.1 that the Association is permitted to advance in accordance with Clause 28.2.2; or

- 28.3.2.1.2 for which the Association is permitted to indemnify a Director in accordance with Clause 28.2.3.2; or
- 28.3.2.2 any liability for which the Association is permitted to indemnify a Director in accordance with Clause 28.2.3.1.
- 28.4 The Association is entitled to claim restitution from a Director or of a related company for any money paid directly or indirectly by the Association to or on behalf of that Director in any manner inconsistent with Section 78 of the Act.

29. AESTHETICS COMMITTEE

- 29.1 Aesthetics Committee
 - 29.1.1 The Board shall establish an Aesthetics Committee, which shall consist of at least one Director and such other members as the Board may determine.
 - 29.1.2 Members of the Aesthetics Committee shall not necessarily be required to be Members of the Association.
 - 29.1.3 In addition to such other powers as may be conferred upon it by the Board, the Aesthetics Committee shall have the right without prejudice to any other rights of the Association, either in terms of this MOI or by law, whenever it considers that the appearance of any Unit or building or proposed Unit or building is unsightly or injurious to the aesthetics of the surrounding area or Wilds Estate generally, to serve notice on the affected Member to take such steps as may be required as specified in the notice to rectify such unsightly or injurious condition.
 - 29.1.4 In the event of the Member failing within a reasonable time, specified in such notice, to comply therewith, the Board may enter, after having given written notice to the Member of its intention to do so, upon the Stand concerned to take such steps as may be necessary, and recover the cost

thereof from the Member concerned, which costs shall be deemed to be a debt owing to the Association.

29.1.5 The Aesthetics Committee shall be obliged in giving such notice to act reasonably without unreasonably infringing on the rights of the Member.

29.1.6 All plans for buildings, outbuildings, structures, additions and alterations and all plans for all Works, as defined Clause 1.1.48, must be submitted to the Board, in terms of Clause 29.1.7 below, and to the Aesthetics Committee. The Board shall not approve any plan in terms of Clause 29.1.7 below unless such plans have been approved by the Aesthetics Committee.

29.1.7 No Member shall commence with the construction of any building or structure or any additions or alterations thereto or any Works of whatsoever nature as defined Clause 1.1.48, unless he or she has submitted plans for such buildings, structures, alterations or addition to the Board for approval as the Board may require. The Board shall have the power in considering any plan to lay down such reasonable conditions as it may deem necessary.

30. AMENITIES COMMITTEE

30.1 The Board shall establish in terms of Clause 21, an Amenities Committee, which shall consist of not less than one Director and one other member.

30.2 The Amenities Committee shall have control of all sporting, social and recreational facilities and amenities, The Wilds Estate which are on the Common Areas and may make such house rules and/or management regulations as it may consider necessary from time to time for the use of such amenities, including the charging of such fee as it may deem reasonable for the use thereof.

30.3 The Board may enter into agreements with Members for the provision of amenities and Services to the Members and to levy a reasonable charge in respect of the provision thereof.

31. DETERMINATION OF DISPUTES

31.1 Any dispute arising out of or in connection with the MOI, or the Rules, house rules or the management regulations, except where an interdict is sought or urgent relief may be obtained from a court of competent jurisdiction, must be determined in terms of this Clause 31.

31.2 If a dispute arises, the party who wishes to have the dispute determined must notify the other party thereof. Unless the dispute is resolved between the parties to that dispute within 14 (fourteen) days of such notice, either of the parties may refer the dispute for determination in terms of Clause 31.3.

31.3. If a party exercises his right in terms of Clause 31.2 to refer the dispute for determination, such dispute shall be referred to:

31.3.1 a practising senior counsel of not less than 10 (ten) years' standing, if the parties agree that the dispute in question is a legal one; or

31.3.2 a practising public accountant of not less than 10 (ten) years' standing if the parties agree that the dispute in question is an accounting one; or

31.4 If the parties cannot agree:

31.4.1 on the person referred to in Clauses 31.3.1 to 31.3.2; or

31.4.2 whether or not the dispute falls within the framework of Clauses 31.3.1 to 31.3.2, within 14 (fourteen) days after such dispute has arisen and in regard to which any of the parties has notified the other, either of the parties may refer the matter to the Chairperson of the Pretoria Bar Council to resolve the issue.

- 31.5 Any person (the expert) agreed upon by the parties to the dispute or nominated as aforesaid shall in all respects act as an expert and not as an arbitrator.
- 31.6 Subject to Clause 31.7 the expert shall be bound to follow the general substantive principles of South African Law.
- 31.7 The expert shall be vested with the entire discretion as to the procedure and manner to be followed in arriving at his decision, including the giving and receipt of evidence.
- 31.8 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, after it has been demanded.
- 31.9 The expert's decision shall be final and binding on all the parties to the dispute and shall be carried into effect and may be made an order of any competent court at the instance of any of the parties at his cost.
- 31.10 The provisions of this Clause:
- 31.10.1 constitutes the irrevocable consent by the parties to any proceedings in terms thereto and none of the parties shall be entitled to withdraw therefrom or claim that in any such proceedings that it is not bound by such provisions;
- 31.10.2 severable from the rest of these Clauses and shall remain in effect even if this MOI is terminated for any reason whatsoever.

32. RISK

Any person entering the Estate and/or using any of the Services, Land, sporting or recreational facilities in the Estate, does so entirely at his own risk and no person shall have any claim against the Association of whatsoever nature and howsoever caused from such entry and/or use, nor for anything that may befall any person during the course of such enter and/or use, whether caused by human or animal agency, natural or artificial phenomena or

otherwise; provided that this Clause 32 shall not, in any manner, exclude, exempt or limit the liability of the Association for loss or damage occasioned as a result of the direct or indirect gross negligence of the Association, or any person acting for or on behalf of the Association.

33. CLAIMS

No person shall have any claim against the Association as a result of fire caused by any substance, liquid or gas escaping from the Estate and resulting in :

- 33.1 the loss of or damage to the property of any Member or any other person;
or
- 33.2 the death of any Member, family member of the Member, guest, agent, contractor or tenant of the Member,

provided that this Clause 32 shall not, in any manner, exclude, exempt or limit the liability of the Association for loss or damage occasioned as a result of the direct or indirect gross negligence of the Association, or any person acting for or on behalf of the Association.

34. INDEMNITY BY MEMBERS

Each and every Member, individually, shall indemnify and hold the Association harmless of any action by the Member, members of his family or any person within the Estate at the invitation of or under the control of the Member concerned, whatever the nature of such claim and howsoever caused; provided that this Clause 34 shall not, in any manner, exclude, exempt or limit the liability of the Association for loss or damage occasioned as a result of the direct or indirect gross negligence of the Association, or any person acting for or on behalf of the Association.

Schedule 1 : Definitions in the Act

"**accounting records**" means information in written or electronic form concerning the financial affairs of a company as required in terms of this Act including, but not limited to, purchase and sales records, general and subsidiary ledgers and other documents and books used in the preparation of financial statements;¹

"**alternate Director**" means a person elected or appointed to serve, as the occasion requires, as a member of the Board of a company in substitution for a particular elected or appointed Director of that company;

"**annual general meeting**" means the meeting of a public company required by section 61(7);

"**audit**" has the meaning set out in the Auditing Profession Act, but does not include an "independent review" of annual financial statements, as contemplated in section 30(2)(b)(ii)(bb);

"**auditor**" has the meaning set out in the Auditing Profession Act;

"**Banks Act**" means the Banks Act, 1990 (Act No. 1194 of 1990);

"**Board**" means the Board of Directors of a company;

"**Business Days**" has the meaning determined in accordance with section 5(3);

"**Commission**" means the Companies and Intellectual Property Commission established by section 185;

"**Commissioner**" means the person appointed to or acting in the office of that name, as contemplated in Section 189;

"**company**" means a juristic person incorporated in terms of this Act, a domesticated company, or a juristic person that, immediately before the effective date—

- (a) was registered in terms of the—
 - (i) Companies Act, 1973 (Act No. 61 of 1973), other than as an external company as defined in that Act; or
 - (ii) Close Corporations Act, 1984 (Act No. 69 of 1984), if it has subsequently been converted in terms of Schedule 2;
- (b) was in existence and recognised as an 'existing company' in terms of the Companies Act, 1973 (Act No. 61 of 1973); or
- (c) was deregistered in terms of the Companies Act, 1973 (Act No. 61 of 1973), and has subsequently been re-registered in terms of this Act;

"Competition Act", means the Competition Act, 1998 (Act No. 89 of 1998);

"convertible" when used in relation to any securities of a company, means securities that may, by their terms, be converted into other securities of the company, including—

- (a) any non-voting securities issued by the company and which will become voting securities—
 - (i) on the happening of a designated event; or
 - (ii) if the holder of those securities so elects at some time after acquiring them; and
- (b) Options to acquire securities to be issued by the company, irrespective of whether those securities may be voting securities, or non-voting securities contemplated in paragraph (a);

"creditor" means a person to whom a company is or may become obligated in terms of any liability or other obligation that would be required to be considered by the company if it were applying the Solvency and Liquidity Test set out in section 4;

"**director**" means a member of the Board of a company, as contemplated in section 66, or an alternate Director of a company and includes any person occupying the position of a Director or alternative Director, by whatever name designated;

"**effective date**", with reference to any particular provision of this Act, means the date on which that provision came into operation in terms of section 225;

"**Electronic Communication**" has the meaning set out in section 1 of the Electronic Communications and Transactions Act;

"**Electronic Communications and Transactions Act**" means the Electronic Communications and Transactions Act, 2002 (Act No. 25 of 2002);

"**employee share scheme**" has the meaning set out in section 95(1)(c);

"**exchange**" when used as a noun, has the meaning set out in section 1 of the Securities Services Act, 2004 (Act No. 36 of 2004);

"**exercise**", when used in relation to voting rights, includes voting by proxy, nominee, trustee or other person in a similar capacity;

"**ex officio Director**" means a person who holds office as a Director of a particular company solely as a consequence of that person holding some other office, title, designation or similar status specified in the company's Memorandum of Incorporation;

"**external company**" means a foreign company that is carrying on business, or non-profit activities, as the case may be, within the Republic, subject to section 23(2);

"**financial statement**" includes—

- (a) annual financial statements and provisional annual financial statements;
- (b) interim or preliminary reports;
- (c) group and consolidated financial statements In the case of a group of companies; and

- (d) financial information in a circular, prospectus or provisional announcement of results, that an actual or prospective creditor or holder of the company's securities, or the Commission, Panel or other regulatory authority, may reasonably be expected to rely on;

"group of companies" means a holding company and all of its subsidiaries;

"holding company", in relation to a subsidiary, means a juristic person that controls that subsidiary as a result of any circumstances contemplated in Section 2(2)(a) or 3(1)(a);

"incorporator", when used—

- (a) with respect to a company incorporated in terms of this Act, means a person who incorporated that company, as contemplated in Section 13; or
- (b) with respect to a pre-existing company, means a person who took the relevant actions comparable to those contemplated in Section 13 to bring about the incorporation of that company;

"individual" means a natural person;

"inter-related", when used in respect of three or more persons, means persons who are related to one another in a linked series of relationships, such that two of the persons are related in a manner contemplated in Section 2(1) and one of them is related to the third in any such manner, and so forth in an unbroken series; "juristic person" includes—

- (a) a foreign company; and
- (b) a trust, irrespective of whether or not it was established within or outside the Republic; "knowing", "knowingly" or "knows", when used with respect to a person, and in relation to a particular matter, means that the person either —
 - (a) had actual knowledge of the matter; or

- (b) was in a position in which the person reasonably ought to have —
 - (i) had actual knowledge;
 - (ii) investigated the matter to an extent that would have provided the person with actual knowledge; or
 - (iii) taken other measures which, if taken, could reasonably be expected to have provided the person with actual knowledge of the matter;

"**nominee**" has the meaning set out in Section 1 of the Securities Services Act, 2004 (Act No 36 of 2004);

"**ordinary resolution**" means a resolution adopted with the support of more than 50% of the voting rights exercised on the resolution, or a higher percentage as contemplated in Section 65(8) at a Members' Meeting, "person" includes a juristic person;

"**personal financial interest**", when used with respect to any person:

- (a) means a direct material interest of that person, of a financial, monetary or economic nature, or to which a monetary value may be attributed; but
- (b) does not include any interest held by a person in a unit trust or collective investment scheme in terms of the Collective Investment Schemes Act, 2002 {Act No. 45 of 2002}, unless that person has direct control over the investment decisions of that fund or investment;

"**prescribed officer**" means a person who, within a company, performs any function that has been designated by the Minister in terms of Section 66(10);

"**present at a meeting**" means to be present in person, or able to participate in the meeting by Electronic Communication, or to be represented by a proxy who is present in person or able to participate in the meeting by Electronic Communication;

"**public company**" means a profit company that is not a state-owned company, a private company or a personal liability company;

"record date" means the date established under Section 59 on which a company determines the identity of its Shareholders and their shareholdings for the purposes of this Act; **"registered office"** means the office of a company, or of an external company, that is registered as required by Section 23;

"related", when used in respect of two persons, means persons who are connected to one another in any manner contemplated in Section 2(1)(a) to Section (c);

"rules" and **"rules of a company"** means any rules made by a company as contemplated in Section 15(3) to (5);

"special resolution" means —

- (a) in the case of a company, a resolution adopted with the support of at least 75% of the voting rights exercised on the resolution, or a different percentage as contemplated in section 65(10) at a Members' Meeting; or
- (b) in the case of any other juristic person, a decision by the owner or owners of that person, or by another authorized person, that requires the highest level of support in order to be adopted, in terms of the relevant law under which that juristic person was incorporated;

"subsidiary" has the meaning determined in accordance with Section 3;

"wholly owned subsidiary" has the meaning determined in accordance with Section 3(1)(b).

**Schedule 2 : Ineligible / disqualified in terms of
Section 69(7) and (8) of the Act read with Regulation 39(3)**

1. A person is ineligible to be a Director if the Person —
 - 1.1. is a juristic person;
 - 1.2. is an unemancipated minor, or is under a similar legal disability; or
 - 1.3. does not satisfy any qualification set out in the MOI.

2. A person is disqualified to be a Director if —
 - 2.1. a court has prohibited that Person to be a Director, or declared the Person to be delinquent in terms of Section 162, or in terms of Section 47 of the Close Corporations Act, 1984 (Act No. 69 of 1984); or
 - 2.2. the Person —
 - 2.2.1. is an unrehabilitated insolvent;
 - 2.2.2. is prohibited in terms of any public regulation to be a Director;
 - 2.2.3. has been removed from an office of trust, on the grounds of misconduct involving dishonesty; or
 - 2.2.4. has been convicted, in the Republic or elsewhere, and imprisoned without the option of a fine, or fined more than R1 000,00 (one thousand rand) amount, for theft, fraud, forgery, perjury or an offence —
 - 2.2.4.1. involving fraud, misrepresentation or dishonesty;

- 2.2.4.2. in connection with the promotion, formation or management of a company, or in connection with any act contemplated in subsection (2) or (5); or
- 2.2.4.3. under the Act, the Insolvency Act, 1936 (Act No. 24 of 1936), the Close Corporations Act, 1984, the Competition Act, the Financial Intelligence Centre Act, 2001 (Act No. 38 of 2001), the Securities Services Act, 2004 (Act No. 36 of 2004), or Chapter 2 of the Prevention and Combating of Corruption Activities Act, 2004 (Act No. 12 of 2004).

Schedule 3

Delivery of Notices and Documents

Person to whom the document is to be delivered	Method of delivery	Date and Time of Deemed delivery
Any Person	<p>By faxing the notice or a certified copy of the document to the Person, if the Person has a fax number;</p> <p>By sending the notice or a copy of the document by electronic mail, if the Person has an Electronic Address;</p> <p>By sending the notice or a certified copy of the document by registered post to the Person's last known address;</p> <p>By any other means authorised by the High Court; or</p> <p>By any other method allowed for that Person in terms of the following rows of this Table.</p>	<p>On the date and at the time recorded by the fax receiver, unless there is conclusive evidence that it was delivered on a different date or at a different time.</p> <p>On the date and at the time recorded by the computer used by the Company, unless there is conclusive evidence that it was delivered on a different date or at a different time.</p> <p>On the 7th (seventh) day following the day on which the notice or document was posted as recorded by a post office, unless there is conclusive evidence that it was delivered on a different day.</p> <p>In accordance with the order of the High Court.</p> <p>As provided for that method of delivery.</p>
Any natural Person	By handing the notice or a	On the date and at the

	<p>certified copy of the document to the Person, or to any representative authorised in writing to accept service on behalf of the Person;</p> <p>By leaving the notice or a certified copy of the document at the Person's place of residence or business with any other Person who is apparently at least 16 (sixteen) years old and in charge of the premises at the time;</p>	<p>time recorded on a receipt for the delivery.</p> <p>On the date and at the time recorded on a receipt for the delivery.</p>
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Person to whom the document is to be delivered	Method of delivery	Date and time of Deemed delivery
	By leaving the notice or a certified copy of the document at the Person's place of employment with any Person who is apparently at least 16 (sixteen) years old and apparently in authority.	On the date and at the time recorded on a receipt for the delivery.
A company or similar body corporate	By handing the notice or a certified copy of the document to a responsible employee of the company or body corporate at its registered office or its principal place of business within South Africa; If there is no employee willing to accept service, by affixing the notice or a certified copy of the document to the main door of the office or place of business.	On the date and at the time recorded on a receipt for the delivery. On the date and at the time sworn to by affidavit of the Person who affixed the document, unless there is conclusive evidence that the document was affixed on a different date or at a different time.
The state or a province	By handing the notice or a certified copy of the document to a responsible employee in any office of the	On the date and at the time recorded on a receipt for the delivery.

	State Attorney.	
A municipality	By handing the notice or a certified copy of the document to the town clerk, assistant town clerk or any Person acting on behalf of that Person.	On the date and at the time recorded on a receipt for the delivery.
A trade union	By handing the notice or a certified copy of the document to a responsible employee who is apparently in charge of the main office of the union. If there is no person willing to accept service, by affixing a certified copy of the notice or document to the main door of that office.	On the date and at the time recorded on a receipt for the delivery. On the date and at the time sworn to by affidavit of the Person who affixed the document, unless there is conclusive evidence that the document was affixed on a different date or at a different time.
Employees of the Company	By fixing the notice or certified copy of the document, in a prominent place in the	On the date and at the time sworn to by affidavit of the Person who affixed the document, unless there
Person to whom the document is to be delivered	Method of delivery	Date and Time of Deemed delivery
	workplace where it can be easily read by employees.	is conclusive evidence that the document was affixed on a different date or at a different time.

<p>A partnership, firm or Association</p>	<p>By handing the notice or a certified copy of the document to a Person who is apparently in charge of the premises and apparently at least 16 (sixteen) years of age, at the place of business of the partnership, firm or Association;</p> <p>If the partnership, firm or Association has no place of business, by handing the notice or a certified copy of the document to a partner, the owner of the firm, or the Chairperson or secretary of the managing or other controlling body of the Association, as the case may be.</p>	<p>On the date and at the time recorded on a receipt for the delivery.</p> <p>On the date and at the time recorded on a receipt for the delivery.</p>
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Schedule 4

Decisions to be determined by Special Resolution

Part A: Decisions requiring a Special Resolution under the Act

COMPANIES ACT, 2008	
16(1)(c) read with 16(5)	Amending the Memorandum which may take the form of a new Memorandum in substitution for the existing Memorandum or by alterations to the Memorandum by (i) changing the name of the company; (ii) deleting, altering or replacing any of its provisions; (iii) inserting any new provisions into the Memorandum; or (iv) making any combination of the alterations contemplated in (i), (ii), (iii) or (iv)
18(1)(b)	Ratifying a consolidated revision of the Memorandum
20(2) read with 20(3)	Ratifying an action by the company or the Directors outside the authority of the Memorandum
36(2)	Changes to the authorisation and classification of Shares, the numbers of authorised Shares of each class and the preferences, rights, limitations and other terms associated with each class of shares as set out in the Memorandum
41(1)	Issue of shares or securities convertible into shares, or a grant of options contemplated in section 42 or a grant of any other rights exercisable for securities to (i) Directors/future Directors, prescribed officers/future Prescribed Officers; (ii) persons Related/Inter-related to the Company or to a Director or Prescribed Officer of the Company; or (iii) nominee of a person contemplated in (i) or (ii)
41(3)	Issue of shares, securities convertible into shares or rights exercisable for shares in a transaction, or a series of integrated transactions, if the voting power of the class of shares that are issued or issuable as a result of the transaction or series of integrated transactions will be equal to or exceed 30% of the voting power of all the shares of that class held by shareholders immediately before the transaction or series of transactions
44(3)	Financial assistance by way of a loan, guarantee, the provision of security or

	otherwise to any person for the purpose of, or in connection with, the subscription of any option, or any securities, issued or to be issued by the Company or a Related or Inter-related company, or for the purchase of any securities of the Company or a Related or Inter-related company
45(3)(a)(ii)	Financial Assistance to a Director or Prescribed Officer of the Company or of a Related or Inter-related company or corporation, or to a member of a Related or Inter-related corporation, or to a person related to any such company, corporation, Director, prescribed officer or member
65(11)(a) ¹	Amending the Company's Memorandum to the extent required by section 16(1)(c)
65(11)(b)	Approving the voluntary winding-up of the company, as contemplated in section 80(1)
65(11)(c)	Approving any proposed fundamental transaction, to the extent required by Part A of Chapter 5 of the Companies Act, 2008
65(12)	Any other matter as required in terms of the Memorandum not contemplated in section 65(11)
66(9)	Save as set out in the Memorandum, remuneration to Directors for their service as Directors
80(1)	Voluntary winding up the Company (if solvent)
81(1)	Winding up of the Company by court order (if solvent)
112(2)	Disposal of whole or greater part of Company's assets or undertaking in accordance with section 115
115(2)	A fundamental transaction : disposal of, or giving effect to an agreement or series of agreements to dispose of, all of the greater part of the company's assets or undertaking, implementing an amalgamation or a merger, or implementing a scheme of arrangement

SCHEDULE 5

PROXY FORM

**THE WILDS HOME OWNERS ASSOCIATION NPC (REG NO
2003/008761/08)**

I/We.....

of.....

being a shareholder of the abovementioned Company, hereby appoint

.....

of

.....

and failing him / her

.....

of

.....

and failing him/her the Chairperson of the Company as my/our proxy to vote for me/us on my/our behalf at the Annual General Meeting of the Company to be held on

_____ and at any adjournment thereof as follows :

Proposed resolutions	In favour of	Against	Abstain
Ordinary Resolution 1			
Ordinary Resolution 2			
Ordinary Resolution 3			
Ordinary Resolution 4			
Special Resolution 1			
Special Resolution 2			

(Indicate instruction to Proxy by way of a cross in space provided above)

Unless otherwise instructed, the proxy will vote as he thinks fit.

Signed at _____ on this _____ day of _____
20____

SHAREHOLDER'S NAME

Note 1:

A Shareholder entitled to attend and vote at the meeting is entitled to appoint a proxy to attend, speak and on a poll vote in his stead. The proxy need not be a Shareholder of the Company.

Note 2:

The instrument appointing a proxy and the power of attorney (if any) under which it is signed, or a certified copy thereof, shall be deposited at the registered office of the Company not less than forty-eight (48) hours (or such lesser period as the directors may determine in relation to any particular meeting) before the time for the holding of the meeting (including an adjourned meeting) at which the person named in the proxy form proposes to vote.

Note 3:

Please return your proxy to the Company marked for attention

Mr. _____

P O Box _____

Alternatively scan and email the signed form to

Alternatively fax the signed form to

Note 4:

In terms of Section 58 of the Act, a Shareholder is entitled to be represented by proxy. Your rights, as set forth in Section 58 are as follows:

1. A Shareholder may appoint any individual, including an individual who is not a Shareholder, as a proxy to:
 - 1.1 participate in, and speak and vote at, a Shareholders' Meeting on behalf of the Shareholder; or

- 1.2 give or withhold written consent on behalf of the Shareholder to a decision to be voted on, otherwise as at a Shareholders Meeting of Shareholders, as contemplated in Section 60 of the said Act.
2. A proxy appointment must be in writing, dated and signed by the Shareholder and, it remains valid for:
 - (one) year after the date on which it was signed; or
 - any longer or shorter period expressly set out in the proxy form, unless it is revoked by the Shareholder by:
 - cancelling it in writing, or making a later inconsistent appointment of a proxy; and
 - delivering a copy of the revocation instrument to the proxy, and to the Company;
 - or until it expires on a date earlier than the date of the meeting at which it was intended to be used. The revocation of a proxy appointment constitutes a complete and final cancellation of the proxy's authority to act on behalf of the Shareholder, such cancellation to operate as of the later of:
 - the date stated in the revocation instrument (if any); or
 - the date on which the revocation instrument was delivered to the proxy and to the Company
3. A Shareholder may appoint two or more persons concurrently as proxies, and may appoint more than one proxy to exercise voting rights attached to different shares held by the Shareholder.
4. A proxy may not delegate his authority to act on behalf of the Shareholder to another person.
5. A copy of the proxy form must be delivered to the Company within the period, as referred in Note 2 above, before the proxy may exercise any rights of the Shareholder at a Shareholders Meeting.
6. Irrespective of the form of instrument used to appoint a proxy:
 - 6.1 the appointment is suspended at any time and to the extent that the Shareholder chooses to act directly and in person in the exercising of any rights as a Shareholder;
 - 6.2 the appointment is irrevocable, unless the proxy appointment expressly states otherwise; and
 - 6.3 the appointment is revocable, and the Shareholder may revoke the proxy and appointment in the manner as stated above.

7. If the instrument appointing a proxy has been delivered to the Company, as long as that appointment remains in effect, any notice that is required by the Act or by the Memorandum of Incorporation to be delivered by the Company to the Shareholder, must also be delivered by the Company to:
 - 7.1 the Shareholder; or
 - 7.2 the proxy, if the Shareholder has:
 - 7.2.1 directed the Company to do so, in writing; and
 - 7.2.2 paid any reasonable fee charged by the Company for doing so.
8. The proxy is entitled to exercise, or abstain from exercising any voting right of the Shareholder without direction, except to the extent that the Memorandum of Incorporation, or the instrument appointing the proxy, provides otherwise.

The Wilds Home Owners' Association

Rules and Regulations

1 INTRODUCTION

The Wilds Home Owners' Association NPC (the "Association" or "HOA") a company incorporated under the Companies Act, No 71 of 2008. The company's memorandum of incorporation contain provisions, which supplement these rules.

2 The broad objectives of the Association are the following:

- 2.1 To control the character and architectural standards of buildings and other structures to be erected.
 - 2.2 To control the use of roads and open areas in the townships, subject to all local, Provincial and National laws.
 - 2.3 To provide for the maintenance of sidewalks and open areas in the townships.
 - 2.4 To provide controls for keeping of dogs and other animals in the townships.
 - 2.5 To implement and control security procedures for admission to the townships and generally in the townships.
 - 2.6 The HOA has the right to fine transgressors where any of the rules as stipulated by the HOA from time to time have been broken or infringed upon. Such fines will form part of the levy and shall become due and payable on the due date of payment of the levy.
- ### **3 In the quest of a happy and harmonious community residents of the townships are obliged to use and enjoy the properties they own and /or occupy as well as the public areas and open spaces in accordance with their own rights, but as curtailed by the rights of other members or occupants.**
- ### **4 The abovementioned provisions contained in this introduction are of an operative nature and are therefore binding provision of these rules.**

CONDUCT RULES

A Streets – Sidewalks- Open spaces

The streets of the townships are intended for vehicular and pedestrian traffic by all occupants. Drivers of motor vehicles do not have a preferential right of use and are obliged to afford all other users of roads an equal use right.

- 1 The speed limit is restricted to 40 km per hour, throughout the Township. Save for the above, the Gauteng Road Traffic Ordinance shall remain in force.
- 2 Parents are obliged to ensure that their children do not play in the streets and they take responsibility for their children's safety. In spite of this provision drivers of motor vehicles are obliged to take special care while driving so as to allow for the possible presence of people in the street.
- 3 Engine powered vehicles are not allowed to drive anywhere except in the streets of the township. Vehicles are not allowed in parks or on pavements.
- 4 No parking is allowed on sidewalks and in the streets opposite traffic islands.
- 5 Only drivers holding a valid driver's license will be permitted to drive vehicles in the township.
- 6 The use of motorcycles or vehicles with noisy exhaust systems is prohibited, save for entering or exiting from the estate.

B Streetscape

- 1 Every owner is obliged to maintain, trim and keep clean and tidy and manicure the area between the road kerb and the boundary of his property. The HOA may oblige the owner or tenant to improve the appearance of this area when deemed necessary, at the cost of the owner.
- 2 Garden fences/ walls and outbuildings forming part of the streetscape shall be maintained, kept neat and clean and painted where necessary.

- 3 Caravans, trailers, boats, equipment, tools, engine and vehicle parts as well as accommodation for pets are to be sited out of view and screened from neighbouring properties.
- 4 No Wendy Houses or tool sheds may be erected.
- 5 Building material may not be dumped on the sidewalks, streets or other open spaces under any circumstances.
- 6 No trees or plants on sidewalks and no sidewalk lawn may be removed without the permission of the Association. Plants may not interfere with pedestrian traffic or obscure the vision of motorists.
- 7 Should an owner or occupant fail to comply with any of the above rules, the Association is entitled to carry out the necessary work (or have it done) and to claim payment of its expenditure from the owner together with interest at a rate which from time to time is equal to the prime rate of interest charged by NEDCOR plus 2% (Two percent). The aforementioned amount shall be added to the homeowner's levy account.
- 8 Every owner is encouraged to employ only accredited garden services agencies to landscape and maintain their gardens.

C Environmental Management

- 1 No rubble or refuse may be dumped or discarded in any public area, including the parks, streets, lakes or vacant stands.
- 2 A particular appeal is made to residents to leave open spaces they visit in a cleaner condition than that in which they were found. Residents are requested to develop the habit of picking up and disposing of any litter encountered in the open spaces and streets.
- 3 Flora may not be damaged or removed from any public area.
- 4 Fauna of any nature may not be chased or trapped in any public area, be it by people or by dogs.
- 5 Residents are responsible for maintaining trees and watering and manicuring plants and shrubs planted on their pavement by the Association.

- 6 Residents are obliged to maintain their gardens in a neat, clean and manicured condition.
- 7 Residents shall ensure that declared noxious flora are not planted and do not grow in their gardens.
- 8 Swimming pool water must be canalised into the storm water system and not into the street.
- 9 Vacant stands must be kept clean to the satisfaction of the Association. Owners are responsible to remove rubble dumped on their erven even if dumped by others, failing which the Association shall remove the rubble at the cost of the owner.
- 10 General refuse, garden refuse and refuse bags may not be placed on the pavement, except if they will be removed within 8 hours.
- 11 No bathing or boating in the dams or lakes is allowed should such dams and /or lakes be in existence or be erected, nor are dogs or any other animals permitted to swim therein.
- 12 Should an owner or occupant fail to comply with any of the above rules, the Association is entitled to do the necessary work and to claim payment of its expenditure from the owner or occupant together with interest at a rate which from time to time equal the prime rate of interest charged by NEDCOR plus 2% (two percent).

E Buildings and Architectural Standards

- 1 The owner of an erf is obliged to commence with the construction of his dwelling within 24 (twenty four) months of date of first registration of the property into his name, and complete the construction within 12 (twelve) months of commencement.

Should construction not commence within 24 (twenty four) months or such construction not be completed within 12 (twelve) months of commencement of construction the levy on such erf shall double for a period of 6 (six) months and further double after an additional 6 (six) months until such infringement is rectified. The penalty levy applies from date of **FIRST** transfer of the erf.

If construction has not commenced within 24 (twenty four) months, the levy amount will only be adjusted to the normal levy after:

- i. the owner has provided approved plans to the Association;
- ii. any amount due to the Association is paid in full, and
- iii. the owner commenced building activities.

Should the construction not be completed within 12 (twelve) months from commencement, the levy would be re-adjusted to the normal levy upon:

- written confirmation of the completion of the building work is presented to the Association
- an approved Occupancy Certificate is provided and
- any amount due to the Association is paid in full.

- 2 All building plans shall comply with the ARCHITECTURAL GUIDELINES and must be approved by the Architectural Sub-committee of the Association in order to assure such compliance. This applies also to any additions and alterations to existing structures. The Architectural Guidelines are contained in the attached document marked "ARCHITECTURAL GUIDELINES" and are incorporated and forms part of these rules.

F Good Neighbourliness and Use of Erven

- 1 No business activity or hobby which causes aggravation or nuisance to fellow occupants and neighbours may be conducted, including but not limited to auctions and jumble sales.
- 2 No business may be conducted from home without the written consent of the HOA. All owners /tenants wishing to conduct businesses from home have to apply to the HOA in writing. Such business operation must adhere to the criteria and conditions as specified by the HOA and to local municipal bye-law regulations. The business area may not exceed a maximum of 60 square meters of constructed floor area. Approval will be for a maximum of two years after which a new application should be made to the HOA.
- 3 The volume of music or electronic instruments or other sources of noise, partying and the activities of domestic workers should be restricted to an acceptable level or should take place in such manner as not to be heard on adjoining properties. If heard, it may not cause aggravation and /or nuisance to the neighbours.
- 4 The use of power saws, lawn mowers, and power tools should only be undertaken between the following hours on Mondays to Saturdays: 07h30 – 18h00 and on Sundays only between 09h00 – 18h00 but not between 12-16h00.
- 5 Washing may only be hung on lines screened from the street and from neighbouring properties.
- 6 Advertisements or publicity material may not be exhibited or distributed unless the prior written consent of the Association has been obtained.

- 7 Owners must ensure that domestic workers and other employees do not loiter on the estate and specifically at any prominent places such as gates, road circles and the like.
- 8 No duettes, cluster housing or town houses are to be developed on the erven, either by way of sectional title units or subdivision, except on the erven zoned for such development under sectional title. No subdivision of any of the residential erven is permitted.
- 9 No property may be used as a commune.
- 10 In the event of annoyances or complaints, the parties involved should attempt as far as possible to settle the matter between themselves, exercising due tolerance, reasonableness and consideration.
- 11 Where a dispute cannot be resolved and in particular a dispute between neighbours, the following procedure shall apply:
 - 11.1 Written submissions will be made by the parties involved in the dispute to the HOA;
 - 11.2 The HOA may, in their sole discretion, decide as together the HOA or the Chairman of the Association will arbitrate on the matter or not;
 - 11.3 In the event that the HOA are of the view that they are prepared to arbitrate on the matter, the decision of the HOA shall be final and binding in respect of the resolution of the dispute;
 - 11.4 In the event that the HOA are of the view that they are not prepared to arbitrate in the matter, the HOA may either;
 - 11.4.1 inform the parties involved that the HOA are not prepared to arbitrate in the matter and the parties will have to resolve the dispute themselves and/or by legal action and/ or by arbitration, or
 - 11.4.2 the HOA may refer the matter to an independent arbitrator, at the HOA's discretion in which event the arbitrator's fees shall be paid in advance in equal shares by the parties to the dispute and in this regard, the arbitrator's decision shall be final and binding on the parties and the arbitrator shall be entitled to make an award as regards to costs.

G Security

- 1 It will be a breach of these rules to abuse security personnel under any circumstances.
- 2 Security rules and protocol at the gates and elsewhere in the township shall be adhered to at all times.
- 3 Any ID card system to be introduced by the Association for permanent workers, temporary workers and contractor representatives must be conscientiously enforced by every owner with respect to people in his/her employ or contracted to him.
- 4 Owners are obliged to request visitors to adhere to security protocol and owners are requested to treat the security personnel in a co-operative and courteous manner.
- 5 Owners are obliged to ensure that contractors in their employ adhere specifically to the security stipulations of the Contractors Code of Conduct referred to and as more fully set out in the attached document marked CONTRACTORS CODE OF CONDUCT which is regarded as incorporated and forms part of these rules.
- 6 All attempts at burglary or instances of fence jumping must be reported to a member of the security staff and the Security Sub-committee of the Association.
- 7 As successful security depends on attitude, owners should be aware that they need to enforce and apply security to ensure its success and hence owners are encouraged to question suspects not displaying formal ID cards.
- 8 It is suggested that owners install a home security system as soon as possible after taking occupation of their homes, and to link the system to the response company appointed by the Association.
- 9 Burglar alarm systems acquired for residences are required to be compatible with the electronics of the estate security system.
- 10 The township will be manned 24 hours a day by such security personnel as the Association may determine and owners if issued with security stickers, should attach the stickers to motor vehicle windscreens.

- 11 The security centre/s at the gatehouses should be advised in advance of the pending arrival of visitors where possible. In particular vehicle registration numbers should be provided by the relevant owner expecting the visit.
- 12 The township will be patrolled on a random basis by security guards.
- 13 Owners on the perimeter wall are responsible for keeping any overgrowth clear of the electrified fence.
- 14 Owners and /or their tenants are not permitted to issue instructions to Security Personnel.

H Sub Division

No subdivision of any of the residential erven shall be allowed.

I Letting and Reselling Property

- 1 Should an owner wish to sell or lease his property, only an accredited estate agent may be selected to procure the sale or lease. The owner is obliged to ensure that the agent is in possession of a copy of these rules and the purchaser or lessee is furnished with a copy thereof and binds himself in writing to subject himself to these rules as from the date of occupancy or ownership, whichever is the earlier.

- 2 The accredited agent must also ensure that the purchaser/lessee is informed about and receives a copy of these rules, the Architectural Guidelines, the Contractor's Code of Conduct and any other administrative regulations applicable at the time. Agents may only visit the township by appointment with an owner and must personally accompany a prospective purchaser or lessee and are not allowed to erect any "for sale" or "to let" or "sold" signage boards.

- 3 A clearance certificate must be obtained from the Association at a cost determined by the Association (which amount may be adjusted annually at the discretion of the

3.1 Lease Agreements to contain the following:

"Lessees of properties in the township and their family, visitors and servants become bound to these rules on occupation of the property and shall adhere to the rules and regulations as contained in this document"

3.2 Accreditation of Estate Agents:

- 3.2.1 An Estate Agent is accredited after signing an agreement with the HOA to the effect that such agent has been accepted by the HOA and that the said agent shall abide by the rules and in particular the stipulated procedures applicable to the sale and/or a lease of property in the township.

- 3.2.2 URBAN CONSTRUCTION (PTY) LTD shall automatically become an Accredited Estate Agent upon date of transfer of the 1st (first) erf from the developer to the purchaser.

J Pets

- 1 The local authority byelaws and sectional titles rules relating to pets will be strictly enforced.
- 2 Without the written approval of the Association no person may keep more than two dogs and two cats on an erf.
- 3 No poultry, pigeons, aviaries, wild animals or livestock may be kept on the estate.
- 4 Pets are not allowed to roam the streets.
- 5 Pets must be walked on a leash in public areas.
- 6 Should any excrement be deposited in a street or other public area, the owner of the pet shall immediately remove it.
- 7 Every pet must wear a collar with a tag indicating the name, telephone number and address of its owner. Stray pets without identification tags will be apprehended and handed to the Municipal Pound of SPCA
- 8 The Association reserves the right to have a pet removed should it become a nuisance within the estate. The Association has an absolute discretion in this regard, but will not exercise the said right without first having directed a written notice to the owner furnishing details of the complaint and the complainant and affording the owner a reasonable opportunity to eliminate the cause of the complaint.

K Recreational facilities

- 9 Owners (i.e member of the Association) shall automatically become members of the General Club once built. No joining fee or annual subscriptions are payable, but the levy referred to in clause K above will include an appropriate amount to defray the club's expenses. Members of the Association are not by virtue of their membership of the Association entitled to membership of the bowling section (if applicable) of the club. Members of the Association may apply for membership of the Bowling club in the ordinary course of events.
- 10 The bowling club is entitled to make rules which apply to members of that club. The general club is entitled to make rules which apply to members of the general club (which will include members of the bowling section of the club.)

- 11 **Members of the Association who are not also members of the bowling section of the club are obliged to honour and abide by rules of the general club and/or the bowling club which pertain to the presence of persons and/or animals on the bowling green. Members of the Association are not by virtue of their membership of the Association entitled to be present on the bowling green unless the rules promulgated by the bowling section of the general club allows for such presence, in which event members will abide strictly by the said rules of the bowling section.**

The Wilds Residential Estate

Architectural Guidelines

The purpose of these guidelines is to encourage individual creativity while fostering a unity of material and finishes, to ensure that the overall development be in unison to create a balance and compatible life style for all residents.

The construction and improvements should commence within two years from the date of registration of transfer of ownership. In order to reduce inconvenience to neighbours as well as unsightliness, construction should proceed without lengthy interruptions and should be completed within 12 months from the date of commencement. Phased design should be handled in such a way that the end of each phase should be aesthetically acceptable to the Home Owners' Association (HOA).

The design of dwelling and the entire stand should show sensitivity to the existing natural features, flora and topography. Permission is to be obtained from the estate manager before any existing trees are removed. All existing trees are to be shown on the site plan submitted with the building plans. Surrounding structures must be taken into account and any buildings on adjacent erven are to be indicated on the site plan.

ELEVATION TREATMENT OF ALL BUILDINGS MUST CONFORM TO GOOD ARCHITECTURE SO AS NOT TO INTERFERE WITH OR DETRACT FROM THE GENERAL APPEARANCE OF THE NEIGHBOURHOOD AND BE TO THE SATISFACTION OF THE H.O.A.

1 TOWNPLANNING CONTROLS

1.1 RESIDENTIAL ERVEN

Single storey dwellings 50 percent maximum

Double storey dwellings 80 percent of the area of the ground floor plan. Group housing in accordance with council regulations

A schedule of areas is to be provided on the plans submitted for approval with the coverage expressed as a percentage of the site area.

1.2 BUILDING LINES (for residential and group housing)

The following building lines shall apply:

Street boundary	5.00 meters single storey 8.00 meters double storey
Side boundaries	3.00 meters single storey 3.75 meters double storey 4.50 meters thatch to overhang
Back boundary	3.00 meters 4.00 meters double storey
Atterbury	16.00 meters
De Villa Bois	16.00 meters

1.3 TREATMENT OF STAND BOUNDARIES

Every effort should be made to avoid the 'hostile canyon like' effect that high solid walls along streets cause in many residential areas. In order to enhance the appearance of sidewalk and the streetscape of the estate, the following guidelines will apply:

Please note: All heights of walls as mentioned hereunder are from the natural ground level of the site.

1.3.1 Street boundary

A maximum height of 1.2m will be permitted on the street boundary which is to be taken for a distance of 3m down the side boundaries, before height of wall may be increased. Should a palisade type fence be used it should be used in conjunction with brick pillars. Should further enclosure become necessary, this must be set back 3.0m from the boundary and may be to a maximum height of 2.0m. Details of the fencing, indicating materials, finishes and colours to be used are to be submitted to the HOA for approval together with building plans.

1.3.2 Side space – walls

The boundary walls between properties may be a maximum height of 2.0m except for the last 3.0m to the street which are to be reduced to 1.2m in height.

2 BUILDING DESIGN GUIDE LINES

- 2.1 All drawings submitted for approval to the HOA are to be prepared by a registered architect or alternatively an architectural technician, the standard of whose work is found to be acceptable to the HOA. All the information required as contained in these guidelines is to be included on the plans submitted to the HOA for approval.
- 2.2 Before submitting plans to the local authority the HOA are to approve the plans, and furthermore it is the responsibility of the owner to obtain approval of both HOA and the local authority before any

building work will be permitted. A scrutiny fee will be charged to the home owner which will be payable before the plans are approved, in the discretion of the HOA.

- 2.3 Privacy of surrounding properties. Windows and balconies, especially those of double storey houses, should not overlook the living areas of surrounding properties.
- 2.4 No staff accommodation will be permitted closer to the street than the main house unless contained under the same roof. Kitchen yards, drying yards and staff facilities are to be screened and should open onto enclosed areas. Washing lines are to be indicated on the drawings. Outbuildings and future additions are to match the main building in all respects. All plans are to indicate a minimum of two enclosed garages, to be built in conjunction with the main house.
- 2.5 No flat roofed, lean-to type carports will be permitted. Carports are to be designed as an integral part of the main house and to match in all respects.
- 2.6 The face of boundary walls visible to adjacent properties are to have a maintenance-free finish, to the approval of the HOA, no stock brick walls or pre-cast concrete will be permitted.
- 2.7 No dog kennels, caravans, boats, trailers, etc are to be visible from the street and will not be permitted in the side spaces.
- 2.8 Awnings, aerials, blinds, satellite dishes, solar heaters and other items which do not form part of the basic structure are to be clearly shown on the drawings and all necessary details are to be provided to the HOA.
- 2.9 All plumbing pipes are to be installed in ducts or concealed in such a manner so as to be acceptable to the HOA. Details are required on the plans.
- 2.10 No deviation from the drawings submitted to, and approved by the HOA will be permitted. Revised drawings will have to be re-submitted and approved of, before any construction work is put in hand. An additional fee would be charged when submitting revised plans.
- 2.11 No dwelling shall be smaller than 250 sq.m including outbuildings and garages. No units in group housing projects shall be smaller than 90 sq.m excluding garages and outbuildings.

2.12 Areas of units in group housing projects are as follows, all inclusive of double garages:

a)	20 units per ha.	Min area	200 sq.m
b)	25 units per ha.	Min area	120 sq.m
c)	30 units per ha.	Min area	120 sq.m

3 APPROVED BUILDING MATERIALS

3.1 Roof Coverings

Profiled steel sheeting, having a pre-painted finish, e.g. chromadek or colomet.

Concrete tiles having one of the following colours: terra cotta, antique terra cotta, antique slate or standard slate.

Thatch will be permitted.

Slate tiles/shingles.

Fibre-cement tiles / shingles having one of the following colours: green, dark grey, terra cotta, charcoal.

Flat concrete roofs are to have a non-reflective finish.

Galvanized gutters or down-pipes will be permitted, this is to be stated clearly on the drawings and must be painted to harmonize with the building finishes.

3.2 Walls

External masonry walls to houses shall be 220mm thick, with either a face brick or plastered and painted finish.

Approved face bricks include:

ROSEMA	Contessa Satin
	Contessa travertine

COROBRICK Roan satin
 Roan travertine
 Country manor travertine
 Corn-gold
 Topaz travertine
 Blue barley travertine
 Agate satin travertine

Samples of any other face bricks to be submitted for approval. The face brick selected is to be specified on the drawings.

Semi-face bricks may be considered after a sample panel of a minimum of 2 sq.m has been erected on site at the owner's expense, for inspection by the HOA. Only autumn colours will be permitted. This sample panel is to be retained for the duration of the works.

Any other materials contemplated for use must be approved by the HOA and if required samples are to be submitted before any work is put in hand.

- 3.3 All materials with the finish and colours thereof to be used externally are to be indicated on the drawings submitted for approval.

4 PAVING AND LANDSCAPING

Landscaping on sidewalks must be undertaken within the integrated landscape language of The Wilds.

- 4.1 The landscaping theme of the estate is to encourage the use of indigenous trees and plants. The portion of all properties that border and the portion of all properties between the building lines and the street boundary should be landscaped accordingly.
- 4.2 All driveways are to be completely paved, with a maximum width of 5 meters at the site boundary and at the junction of the road. No exposed concrete finish to driveways will be permitted. Finishes to driveways and walkways are to be indicated on the drawings, and the extent of driveways at the street boundary is to be shown. In the event of two driveways being envisaged the maximum width of both may be 7m with a minimum of a landscaped area of 5 m between driveways, details required.
- 4.3 The use of hedgerows is recommended and the planting of indigenous trees and shrubs is encouraged where possible.
- 4.4 Trees planted in the road reserve must follow the guidelines as set out for that particular street.

- 4.5 Planting and hedgerows are also encouraged where palisade fencing is used.
- 4.6 Houses built on the visual slopes of the estate will require special attention to reduce the interruption to the horizon line and any other visual impact. This will have to be achieved by inter alia, additional landscaping and a sensitive approach to the scale and proportions of the buildings.
- 4.7 Cut and fill is to be kept to minimum.
- 4.8 Contours indicating the natural slope of the ground at 5m intervals are to be shown on the site plan with floor levels relative to them.

5 PROHIBITED MATERIALS AND FINISHES

- 5.1 Unpainted plaster.
- 5.2 Pre-cast concrete walls. All boundary walls are to have maintenance free finish facing adjacent properties. Face brick, to match the main house will be permitted.
- 5.3 Unpainted reflective steel sheeting. Whether to roofs, gutters, down pipes or any other components of the external finishes.
- 5.4 Wood panel fencing.
- 5.5 Razor wire, security spikes or similar features (The Association deems, under the definition of "similar features", that electric fencing is a prohibited material).
- 5.6 Galvanised garage doors.
- 5.7 Institute cast concrete panels with a brick or any other pattern imprinted into the surface thereof will not be permitted.

6 CONSTRUCTION ACTIVITIES

As the building within the residential estate will be constructed over a considerable time period, the following guidelines have been formulated for the benefit of residents.

- 6.1 All building materials are to be stored within the site boundary, no material is to be off-loaded onto the road or road reserve.
- 6.2 No advertising or sub-contractors boards will be permitted. Only the approved contractors' professional board will be permitted (see Pro-Forma).
- 6.3 No workmen will be permitted on site between the hours of 16h30 and 07h00.
- 6.4 All contractors will be required to provide screened ablution facilities for the workmen and sub-contractors under his control.
- 6.5 Construction hours are restricted to 07h00 and 16h00 Monday to Friday and 7h00 to 13h00 on Saturdays. No construction activity is to take place on Sundays and Public Holidays. No building activities are allowed during the "builder's holiday" (the period when builders cease building activities over the December school holiday). The Association's will define the estate's "builder's holiday" each year as per industry norm.
- 6.6 Delivery routes and hours may be defined from time to time by the HOA and all contractors are to obtain these restrictions from the Estate Manager.
- 6.7 Fines may be levied from time to time by the HOA for contractors and delivery vehicles who spill material enroot, damage roadways and kerbs, stain tarmac and generally create a nuisance within the estate.
- 6.8 Contractors Rules and Regulations to be obtained from the Estate Manager.

7 SUBMISSION OF BUILDING PLANS

- 7.1 Before plans which are submitted for approval will be scrutinized, the following particulars are to be complied with:

- a. The owner will be requested to effect payment of a pavement deposit as determined by the Board of Directors which will be utilised to make good to any damaged curbs, roadways, pavements and the like.
 - b. The contractor must pay a levy as determined by the Board of Directors per stand.
 - c. A clearance certificate will be issued to commence building once a copy of council approved building plans and the above levies have been paid.
- 7.2 A plan approval fee as determined by the Board of Directors per dwelling, together with a refundable building deposit as determined by the Board of Directors must be paid with the submission of the building plans. A contractor's levy as determined by the Board of Directors per stand is also payable.
- 7.3 The following plans are to be submitted for approval:
- 7.3.1 All plans required by the local authority; coloured in, according to council regulations.
 - 7.3.2 One further set of the above plans which have been rendered so as to give an accurate indication of the materials to be used, and the colours thereof.
- 7.4 The set of rendered drawings will be retained by the HOA for their records. A schedule of areas is required indicating the areas of the site, ground floor and first floor, areas of covered patios are also required. Coverage is to be given on the drawing as a percentage of the site area.
- 7.5 The registered owner is to sign each drawing submitted, stating that the guidelines have been understood and complied with.
- 7.6 The following items must be clearly shown on the plans:
- TM area of dwelling including patios and outbuildings
 - TM coverage (%)
 - TM building lines
 - TM all external finishes including a colour specification
 - TM boundary wall/fence details including elevations
 - TM drainage and how it is concealed
 - TM layout of driveway

NOTE: ALLOW 21 DAYS FOR EXAMINATION OF PLANS

The Wilds Residential Estate

Contractors Code of Conduct

(Forms part of the Rules and Regulations)

1 Introduction

The main purpose of the following rules is to ensure that all building activity in the townships occurs with the least possible disruption to residents. Owners are obliged to ensure that building and other contractors in their employ sign the Contractor's Code of Conduct prepared by the Association and strictly adhere to the stipulations thereof. The Association may delete or amend any of these conditions and/or include further conditions at its sole discretion.

2 Legal status

The conditions governing building activities which are set out in this clause are rules adopted by the Association and are therefore binding on all owners and other occupants and, through them, on their contractors and sub-contractors and other parties who are on the estate at their invitation. All owners are obliged to ensure that their building contractors and sub-contractors and other invitees are aware of these conditions and comply strictly with them. Owners are therefore obliged to include these conditions in their entirety in any building contracts concluded in respect of property in the estate (and to procure their inclusion in any sub-contract) and all such contracts may be required to be submitted to the Association for prior approval. The Association has the right to suspend any building activity in contravention of any of these provisions and/or to fine a member and/or contractor, and the Association accepts no responsibility or liability for any injury, loss of life, damage or loss of materials or equipment during building operations.

3 General Conditions

3.1 Contractor activity including delivery of supplies is only allowed during the following hours:

07h00 to 16h30 on normal weekdays and 07h00 to 13h00 on Saturdays. These times are called 'public time'.

NOTE: No contractor activity is permitted on Sundays, public holidays and during the builder's holiday (as determined by the HOA), as these days are viewed as Private time. Special applications for contractor activity during Private time must be lodged with the Association, together with the written approval of all immediate surrounding neighbours, one week to the required private time activity.

- 3.2 All the contractor's workers and/or the contractor's sub-contractor workers must enter/exit the estate in an approved vehicle and be in possession of an approved access card before entering the township. No contractor's workers will be allowed to enter/exit the estate on foot. It is the responsibility of the owner to inform the Estate Manager of the person who will be responsible for the co-ordination of construction activities and must provide a list of all contractors to be used. Contractors not portrayed on the said list will not be permitted unto the Estate.
- 3.3 No building activity shall commence on the designated site unless a screened ablution facility connected to the sewerage system is erected or an alternative facility approved by the HOA is erected. The contractor shall provide facilities for rubbish disposal and ensure that the workers use the facility provided and that the rubbish is removed weekly and not burnt on site.
- 3.4 The site is to be kept as free as possible of building rubble.
- 3.5 Where materials are off-loaded by a supplier on or partly encroaching onto the pavement or roadway, the materials must be moved onto the site by the contractor the same day. No material must be allowed to remain on the roadway or pavement and it is the contractor's and owner's responsibility to clear the roadway of all such materials the same day. The same applies to sand or rubble washed or moved onto the road during building operations.
- 3.6 Deliveries from suppliers must be scheduled in public times only.
- 3.7 Building boards may only be erected if they comply with the Association's standards, details of which are available from the Association. Such boards are not to be erected on the pavement landscaping. No sub-contractor's boards are allowed. All boards must be removed upon completion of construction.
- 3.8 The owner and the contractor shall be responsible for damage to kerbs and/or plants on the sidewalks and/or damage to private or estate property.
- 3.9 Should a contractor breach or allow the breach of any provision of these rules by his employees, workers, a sub-contractor or its workers, the Association may itself rectify the breach as deemed necessary and claim any expense from the contractor and/or suspend building activity until such breach is remedied and in addition impose an appropriate fine. It may do so at any time and without notice and without recourse from the owner and/or contractor and/or sub-contractor.

- 3.10 The contractor and owner undertake to comply with the above provisions in addition to any further provisions which may be promulgated by the Association from time to time in the form of a written notification and to ensure compliance by any sub-contractor employed by the contractor and by all employees and/or other workers.
- 3.11 Any contractor who fails to comply with these rules may be prohibited from entering the township and neither the owner nor contractor will have any claim against the Association of whatsoever nature as a result thereof.
- 3.12 Under no circumstances may a contractor employ employees who are not in possession of a legitimate South African identity document.
- 3.13 Contractors and/or employees who are not in possession of the aforementioned document will not be allowed access onto the township.

SIGNATURES:

OWNER

DATE

BUILDER

DATE