

THE
KINGS GATE
MASTER
HOME OWNERS' ASSOCIATION
CONSTITUTION

CONTENTS

1. NAME AND CONSTITUTION
2. DEFINITIONS
3. OBJECT AND PURPOSE
4. MEMBERSHIP
5. CESSATION OF MEMBERSHIP
6. TRUSTEE COMMITTEE
7. REMOVAL & ROTATION OF TRUSTEE MEMBERS
8. OFFICE OF TRUSTEES
9. FUNCTIONS AND POWERS OF THE TRUSTEE COMMITTEE
10. CONTRIBUTIONS PAYABLE BY THE MEMBERS
11. OTHER PROFESSIONAL OFFICERS
12. PROCEEDINGS OF THE TRUSTEE COMMITTEE

13. GENERAL MEETINGS OF THE ASSOCIATION

14. NOTICE OF MEETINGS
15. SERVICE OF NOTICES
16. VENUE OF MEETINGS
17. QUORUM
18. AGENDA AT MEETINGS
19. PROCEDURE AT GENERAL MEETINGS

20. PROXIES
21. VOTING
22. FINANCIAL YEAR END
23. ACCOUNTS
24. AUDIT
25. INDEMNITY
26. PRIVILEGE IN RESPECT OF DEFAMATION
27. BREACH
28. WATER
29. RATES AND TAXES
30. TRANSFER OF COMMON PROPERTY
31. DEALINGS WITH THE COMMON PROPERTY
32. NO SUBDIVISION OR REZONING AND NOT MORE THAN ONE DWELLING
33. BUILDING STANDARD RULES
34. AESTHETICS APPROVAL
35. MANAGING AGENT
36. CONDUCT RULES

ANNEXURES TO THE CONSTITUTION:

- "A" Conduct Rules
- "B" Architectural Design Guidelines
- "C" Code of Conduct: Builders

1. NAME AND CONSTITUTION

- 1.1 The name of the Association is "**The Kings Gate Master Home Owners' Association**".
- 1.2 The Association will be constituted by process of law in terms of Section 29 of the Land Use Planning Ordinance, No. 15 of 1985, as amended, in accordance with the conditions imposed by the Ekurhuleni Metropole Council when approving same of the Land with the registration of the first transfer of an Erf to a third party purchaser.
- 1.3 Pursuant to its constitution, the Association shall:
- 1.3.1 be a legal entity and exist independently of its Members;
- 1.3.2 enjoy perpetual succession;
- 1.3.3 be capable of being sued or to sue with reference to any agreement entered into by the Association, any damage caused to any property of the Association or any matter arising from the Constitution;
- 1.3.4 not operate for profit for the benefit of the Members; and/or
- 1.3.5 no Member in his personal capacity shall have any right, title and interest to or in the funds or assets of the Association which shall vest in and be controlled by the Trustees.
- 1.4 As the Developer has sub-divided the Land into various group housing sites ("**Group Sites**") and single residential sites, each Group Site may be subject to its own Home Owners' Association, however, the individual owners of each erven comprising the various Group Sites shall also be and become a Member of the Association.

2. DEFINITIONS

- 2.1 The headnotes to the paragraphs in this Constitution are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate.
- 2.2 Words importing the singular shall include the plural and *vice versa*.
- 2.3 Words importing the masculine gender shall include the feminine and neuter genders and *vice versa*, while words importing persons shall include partnerships, trusts and bodies corporate and *vice versa*.
- 2.4 Unless the context clearly indicates a contrary intention, the following words and expressions shall bear the meanings assigned to them:

- 2.4.1 "**the Act**" means the Companies Act, 1973 (Act 61 of 1973), as amended;
- 2.4.2 "**the Association**" means The Kings Gate Master Home Owners' Association;
- 2.4.3 "**Architectural Design Guidelines**" means the architectural design guidelines attached marked "**B**";
- 2.4.4 "**the Auditors**" means the firm of Auditors to be, initially, appointed by the Developer and as may be thereafter appointed by the Association from time to time;
- 2.4.5 "**the Code of Conduct for Builders**" means the Code of Conduct for Builders annexed hereto Marked "**E**";
- 2.4.6 "**the Common Property**" means the Land, excluding all residential Erven and Group Sites, and any commercial enterprise on the Estate;
- 2.4.7 "**Conduct Rules**" means the initial Rules of Conduct as set out in Annexure "**A**" hereto;
- 2.4.8 "**the Constitution**" means the Constitution of the Association as contained in this document;
- 2.4.9 *Omitted*
- 2.4.10 "**the Contribution**" means the monetary contribution payable by a Member, as stipulated by the Association, which may be amended from time to time, payable on a monthly basis to meet the object and purpose of the Association as provided for in 3 hereunder;
- 2.4.11 "the Building Committee" means the Design Review Committee initially appointed by the Developer and thereafter the Association from time to time;
- 2.4.12 "the Developer" means White Watloo CC
Registration No. _____
- 2.4.13 "**the Development**" or "**the Estate**" means the Land, together with all Improvements and services thereon;
- 2.4.14 *Omitted*
- 2.4.15 "**Erf**" and "**Erven**" means a portion or portions

- of the Land privately owned by a Member within the Estate, which shall have been allocated a cadastral number by the Surveyor General (upon the approval of the General Plan), which shall include the single residential sites and the sub-divided sites within a Group Site;
- 2.4.16 **"the General Plan"** means the General Plan relating to the Land as approved by the Surveyor General;
- 2.4.17 **"Group Site"** means those sites demarcated as Group Sites on the General Plan and as may be sub-divided or otherwise;
- 2.4.18 **"the Improvement"** means any Improvement on an Erf within the Development;
- 2.4.19 **"the Land"** means the unregistered subdivision of Portion 408 of the Farm 85 Driefontein, referred to as Comet Ext 7 upon which the Development is to be and/or has been developed by the Developer; Excluding ERF2 (472)
- 2.4.20 **"Member"** means a Member of the Association, being a person or corporate entity registered as the lawful owner of an Erf;
- 2.4.21 **"Occupant"** or **"Occupier"** means any person lawfully occupying an Erf by virtue of an agreement concluded with a Member;
- 2.4.22 Omitted
- 2.4.23 **"the Trustee Committee"** and **"the Trustees"** means the Trustee Committee appointed by the Association from time who are responsible for the management and the affairs of the Association.
3. OBJECT AND PURPOSE
- 3.1 The main object and purpose of the Association is to promote, advance and protect the common interests of its Members with respect to their ownership, use and enjoyment of the Erven and the Common Property comprising the Estate.
- 3.2 The Association is to provide for:
- 3.2.1 the promotion and enforcement of standards in keeping with the character of the Estate, more particularly as regards the external appearance of all buildings and structures to be erected on the Erven with the specific purpose that the Members derive the maximum collective benefit;
- 3.2.2 the control over and protection of areas regarded as common to all Members and all the facilities thereon and related aspects;
- 3.2.3 the maintenance of the Common Property and the services and amenities thereon, all external verges on Common Property, all landscaping, perimeter walling, entrance gates, refuse and storage areas;
- 3.2.4 the maintenance, repair and improvement of the private roads and private open spaces and keeping same in good order and
- 3.2.5 the construction, control, repair, replacement and maintenance of all services (other than those services, any, provided and maintained by the local authorities);
- 3.2.6 the maintenance of the detention ponds on the
- 3.2.7 compliance by Members and Occupiers with all obligations as may have been imposed herein and other rules that may be created from time to time, including but not limited to the Architectural Design Guidelines, the Conduct Rules, and the Code of Conduct for Builders;
- 3.2.8 compliance with and ensuring that all Members and Occupiers similarly comply with such requirements imposed by the relevant local authorities on the approval of the Development, including *inter alia* the rezoning, and subdivision.
- 3.2.9 concluding any service agreements with the relevant authorities to ensure the good management and maintenance of Erven and the Improvements constructed thereon within the
- 3.2.10 the determination and provision of adequate for the Estate for the benefit of all Members and Occupiers;
- 3.2.11 compliance with and the enforcement of all entered into by and between the Developer and third parties for the benefit or otherwise of the Association and/or the Estate prior to the coming into being of the Association and this Constitution;
- 3.2.12 compliance of and by each Member to erect an approved dwelling on his Erf within the prescribed time periods therefore and, to the extent required by the Building Committee, giving effect to and procuring a suitable endorsement of a Member's title deed to give effect to the Developer's right to repurchase an Erf where a Member has failed to erect his approved dwelling timeously and/or at all;
- 3.2.13 the levying of fines to contractors who undertake building works on the Estate and/or any Erven;
- 3.2.14 the determination of, levying and collection of

Contributions by Members for services provided by the Association.

4. MEMBERSHIP

4.1 Membership of the Association shall be compulsory and limited exclusively to registered owners of Erven which Membership shall commence simultaneously with the transfer of the Erf into the name of the Member, provided that:

4.1.1 a person who is entitled to obtain, in terms of the provisions of Section 43 of the Deeds Registries Act, 1937 (Act 47 of 1937), as amended, a Certificate of Registered Title to any such Erf shall be deemed to be registered owner thereof; and/or

4.1.2 when any such Member is more than one person or entity, all the registered owners of that Erf shall be deemed, jointly and severally, to be one Member of the Association and shall have one vote for purpose of any resolution that may be required by the Association.

4.2 When a Member ceases to be the registered owner of an Erf, he shall immediately cease to be a Member of the Association. The registered owner of an Erf may not resign as a Member of the Association.

4.3 The rights and obligations of a Member are not transferable and every Member shall:

4.3.1 to the best of his ability further the aims and objects of the Association; and

4.3.2 observe and be bound by this Constitution and all rules and regulations promulgated by the Association or by the Trustee Committee from time to time, including but not limited to the Architectural Design Guidelines, the Conduct Rules and the Code of Conduct for Builders.

4.4 Nothing contained in this Constitution shall prevent a Member from ceding his rights in terms of this Constitution as security to the mortgagee of that Member's Erf.

4.5 No Member shall have the right or be authorized to bind or incur expenses on behalf of the Association unless such Member receives the prior written approval of the Trustee Committee in respect thereof. Each Member shall nevertheless be jointly liable for any expenditure incurred in connection with the main object or purpose of the Association and for anything done by the Association with the intention of benefiting its Members. The Association shall recover monthly Contributions to cover all expenses which are incurred or

anticipated on behalf of the Association, such expenses to be borne by each Member proportionally.

4.6 No Member (which shall include the original Member who purchased the Erf from the Developer and all subsequent purchasers of that Erf) shall be entitled to transfer an Erf unless and until the Association (or the relevant party to which such function has been delegated) has, in writing, consented to the transfer, and the following conditions of title are so imposed in the Deed of Sale and Title Deed to such Erf and the purchaser of the Erf shall be bound thereby, namely:

4.6.1 The Erf, or any part thereof, shall not be transferred without the prior written consent of the Association of which the Purchaser and his successors-in-title, for so long as they are the registered owners of the Erf, shall be obliged to be a Member and bound by the Association's Constitution, rules and regulations.

4.6.2 No Improvements, alterations, restructuring, repairs, changes to the external colour scheme, building work of any nature or alteration of access shall be effected to any Erf, without the prior written approval of the Association which shall be at the sole discretion of the Association and such approval which shall only be given once satisfactory plans or, documentation relevant thereto, has been submitted to the Association for consideration by the Building Committee. The Member submitting plans/documentation for consideration by the Association shall be responsible for the payment of all or any expenses that may be incurred by the Association in relation to the consideration of the application made by the Member which shall include all costs incurred by the Trustees or their nominees in relation thereto, such costs to be reasonable and market related.

4.6.3 The Member (which shall include the original Member who purchased the Erf from the Developer and all subsequent purchasers of that Erf) shall be obliged to commence building a dwelling house on the Erf within 24 (twenty four) months after the date of the original registration of transfer of the Erf from the Developer to the first purchaser thereof and which construction shall be completed within 12 (twelve) months of commencement thereof or such extended period as the Building Committee may determine. In the event of the Member failing or neglecting to build, erect or complete a dwelling house on the Erf as envisaged in and within the time periods stipulated, the Developer shall have the right, but shall not be obliged, at any time after the expiry of

such time periods (by written notice to the Member's chosen *domicilium citandi et executandi*), to re-purchase the Erf from the Member on the following terms and conditions:

- 4.6.3.1 The purchase price shall be calculated as follows and the terms of sale shall be at least:
- 4.6.3.1.1 Should there be no improvements on the Erf, the purchase price shall be an amount equal to the purchase price at which the first Member or Purchaser acquired the Erf from the Developer less the VAT portion of the purchase price paid by the original Member or Purchaser in respect of the sale from the Developer to the original Member or Purchaser (if any), and less the costs of transferring the Erf back to the Developer (including transfer duty if any), and less any contributions owing to the Association, together with outstanding rates and taxes and/or any municipal services and/or monies due and owing to the local authority.
- 4.6.3.1.2 Should the Erf have been improved, the purchase price shall be an amount equal to the purchase price at which the original Member or Purchaser acquired the Erf from the Developer, less the VAT portion of the purchase price paid by the original Member or Purchaser in respect of the sale from the Developer to original Member or Purchaser (if any), plus the reasonable cost to the original Member or Purchaser of the improvements or the reasonable value of the improvements as they stand, whichever is the lower, less the costs of transferring the Erf back to the Developer (including transfer duty, if any) and less any contributions owing to the Association together with outstanding rates and taxes and /or any municipal services and/or monies due and owing to the local authority. The reasonable cost or the reasonable value of the improvements shall be determined by a quantity surveyor appointed by the Association, whose decision shall be final and binding on the parties and who, in arriving at such decision, shall have acted as an expert and not as an arbitrator.
- 4.6.3.1.3 The purchase price shall be paid by the Developer to the original Member or Purchaser, as the case may be, on registration of transfer of the Erf from the original Member or Purchaser, as the case may be, to the Developer.
- 4.6.3.1.4 Transfer of the Erf shall be registered by the conveyancers nominated by the Developer, as soon as possible after the Developer has exercised its right.
- 4.6.3.1.5 The costs of transferring the Erf back to the Developer including transfer duty, shall be borne by the original Member or Purchaser, as the case may be.
- 4.6.3.1.6 All risk, benefit and occupation of the Erf will be given to the Developer on transfer of the Erf to it. All rates, taxes, contributions and other outgoings on the Erf shall be borne and paid by the original Member or Purchaser, as the case may be, until the transfer of the Erf to the Developer.
- 4.7 A consent to transfer, as contemplated above, shall be withheld by the Trustee Committee until all of the following have been complied with:
- 4.7.1 The transferee (or proposed Member) and the proposed Occupants of the Erf have agreed in writing (in a manner and form acceptable to the Association) to be bound by this Constitution, the Architectural Design Guidelines, the Conduct Rules and the Code of Conduct for Builders and such as rules of the Association from time to time.
- 4.7.2 Contributions and any other amounts due to the Association by the Member (and all Occupants claiming through him) of the Erf to be transferred, have been paid-up to date of transfer and/or provision has been made to the satisfaction of the Association for the payment thereof against registration of transfer.
- 4.7.3 All Improvements on the Erf (sought to be transferred) but which have not been approved of by the Building Committee of the Association as contemplated herein, have been removed to the sole satisfaction of the Building Committee or the approval of the Building Committee has been given in respect of such Improvements, as contemplated herein.
- 4.8 The Trustee Committee may, by regulation, provide for the issue of a Membership certificate, which certificate shall be in such form as may be prescribed by the Trustee Committee.
- 4.9 No Member shall be entitled to any of the privileges of Membership unless and until he shall have paid every Contribution and any other sum (if any), which shall be due and payable to the Association in respect of his Membership thereof.

5. CESSATION OF MEMBERSHIP

No Member ceasing to be a Member of the Association for any reason shall, (nor shall any such

Member's executors, curators, trustees or liquidators) have any claim upon or interest in the funds or other property of the Association, but this clause shall be without prejudice to the rights of the Association to claim from such Member or his estate any arrears or Contributions or other sums due from him to the Association at the time of his so ceasing to be a Member.

6. TRUSTEE COMMITTEE

- 6.1 There shall be a Trustee Committee to manage the affairs of the Association which shall consist of at least 4 (four) but not exceeding 6 (six) Members.
- 6.2 The Trustee Committee shall consist, unless agreed to otherwise in writing by the Developer, of not less than 2 (two) representatives of the Developer for so long as the Developer owns at least 1 (one) Erf within the Development and 2 Members of ARK Holdings, so as long as ARK Holdings owns at least 1 (one) Erf within the development.
- 6.3 At a meeting of the Trustees 50% (fifty percent) of the number of Trustees, but not less than 2 (two) shall form a quorum. If the number of Trustees falls below the number necessary to form a quorum, the remaining Trustees, who shall not be less than 2 (two), may continue to act, but only for the purpose of appointing or co-opting additional Trustees to make-up a quorum or for the purpose of convening a general meeting of Members.
- 6.4 In the event of any decision resulting in a deadlock, the Chairman of the Trustee Committee shall have the casting vote.

7. REMOVAL AND ROTATION OF TRUSTEE MEMBERS

- 7.1 Save as provided for in 7.2 below, each Trustee shall continue to hold office until the Annual General Meeting following his appointment, at which meeting each Trustee shall be deemed to have retired from office upon the election or re-election of the new Trustees, but each trustee will be eligible for re-election to the Trustee Committee at such meeting.
- 7.2 A Trustee shall be deemed to have vacated his office as trustee if he is being sequestered, whether
- 7.2.1 provisionally or finally, or him surrendering his estate;
- 7.2.2 his making any arrangement or compromising with his creditors;
- 7.2.3 his conviction for any offence involving
- 7.2.4 his becoming of unsound mind or being found lunatic;

- 7.2.5 his resigning from such office in writing delivered to the Secretary; or
- 7.2.6 his death,

provided that anything done in the capacity of a Trustee in good faith, by a person who ceases to be a Trustee, shall be valid until the fact that he is no longer a Trustee has been recorded as such in the Minute Book of the Trustee Committee.

- 7.3 Upon any vacancy occurring on the Trustee Committee prior to the next Annual General Meeting, the vacancy in question shall be filled by a person nominated by those remaining for the time being of the Trustee Committee. In the event that more persons are nominated than there are vacancies available on the Trustee Committee, the vacancy shall be put to a vote amongst the remaining Trustees and the vacancy shall be filled by that nominee obtaining the most votes by the remaining Trustees.

8. OFFICE OF TRUSTEES

- 8.1 The Trustees shall appoint from amongst themselves, a Chairman, Vice-Chairman and a Secretary.
- 8.2 The first Chairman and Vice-Chairman shall be appointed by the Developer, and such office bearers shall hold their respective offices until the First Annual General Meeting following the date of their appointment, provided that any such office shall *ipso facto* be vacated by the Trustee holding such office upon his ceasing to be a Trustee for any reason.
- 8.3 Within 7 (seven) days of the holding of such Annual General Meeting, the Trustee Committee shall meet and shall elect from its own number the Chairman and Vice-Chairman, who shall hold their respective offices until the Annual General Meeting held next after their said appointment, provided that the office of the Chairman or Vice-Chairman shall *ipso facto* be vacated by the Trustee holding such office upon his ceasing to be a Trustee for any reason. No one Trustee shall be appointed to more than one of the aforesaid offices.
- 8.4 In the event of any vacancy occurring in any one of the aforesaid offices at any time, the Trustee Committee shall immediately meet to appoint one of their number as a replacement to such office.
- 8.5 Save as otherwise provided in this Constitution, the Chairman shall preside over all meetings of the Trustee Committee and all general meetings of Members, and shall perform all duties incidental to the office of Chairman and such other duties as

may be prescribed by the Trustee Committee or by the Members, and to allow or to refuse to permit invitees to speak at any such meetings, provided, however, that any such invitees shall not be entitled to vote at any such meetings.

- 8.6 The Vice-Chairman shall assume the powers and duties of the Chairman in the absence of the Chairman, or his inability or refusal to act as Chairman, and shall perform such other duties as may from time to time be assigned to him by the Chairman or by the Trustee Committee.
- 8.7 The Trustees shall be entitled to be reimbursed all reasonable and *bona fide* expenses incurred by them in or about the performance of their duties as Trustees, Chairman and/or Vice-Chairman, as the case may be, but save as aforesaid, shall not be entitled to any other remuneration, fees or salary in respect of the performance of such duties.
- 8.8 The duration of the Trustees' appointment shall not be less than 2 (two) years.
- 9. FUNCTIONS AND POWERS OF THE TRUSTEE COMMITTEE**
- 9.1 Unless otherwise provided for, the Trustee Committee shall manage and control the affairs of the Association, shall have full powers in the management of such affairs and may exercise all such powers of the Association, and do all such acts on behalf of the Association as may be exercised and done by the Association, and as are not either by virtue of the provisions of the Act or by this Constitution required to be exercised or done by the Association in general meeting, subject nevertheless to any regulations as may be prescribed by the Association in general meeting from time to time, provided that no regulation made by the Association in general meeting shall invalidate any prior act of the Trustee Committee which would have been valid if such regulation had not been made.
- 9.2 The Trustee Committee shall have the right to vary, cancel or modify any of its decisions and resolutions from time to time.
- 9.3 The Trustee Committee shall have the right to co-opt onto the Trustee Committee any person or persons chosen by it. A co-opted Trustee shall enjoy all the rights, including the right to vote, and be subject to all the obligations of the Trustees.
- 9.4 The Trustee Committee may, should it so decide, investigate any suspected or alleged breach by any Member or Trustee, in such reasonable manner as it shall determine from time to time.
- 9.5 The Trustee Committee may make regulations and/or by-laws, not inconsistent with this Constitution, or any direction given at any General Meeting:
- 9.5.1 as to the settlement of disputes, generally;
- 9.5.2 for the furtherance and promotion of any of the objects of the Association;
- 9.5.3 for the better management of the affairs of the Association;
- 9.5.4 for the advancement of the interests of Members;
- 9.5.5 for the regulation and control of the conduct of Members and Occupants while in the Estate, whether on Erven or on the Common Property and the private open spaces;
- 9.5.6 governing the manner and methods of the use of the Common Property by or on behalf of the Members of the Association or any Occupant;
- 9.5.7 for the conduct of Trustee Committee meetings and general meetings;
- 9.5.8 to assist it in administering and governing its activities generally, and shall be entitled to cancel, vary or modify any of the same from time to time; and
- 9.5.9 to amend the Architectural Design Guidelines to meet the objects and goals of the Association as provided for in this Constitution and furthermore, the appointment and management of the Building Committee, including the appointment of an independent architect and the consideration payable to such architect from time to time.
- 9.6 The Trustees shall have at least the following powers exercisable on behalf of the Association, to:
- 9.6.1 open or ratify the opening of bank accounts and to draw, sign and endorse cheques and make deposits and otherwise operate on bank accounts opened on behalf of the Association;
- 9.6.2 operate upon and to open bank or other savings accounts, to effect fixed and other deposits and to effect and deal with all other kinds of investments;
- 9.6.3 demand, sue for and recover from any person or persons whosoever all such sum or sums of money which now are, or shall or may at any time hereafter be owing or belonging to the Association;
- 9.6.4 settle and adjust accounts as they think fit and proper, and, if deemed advisable, to compound for the same and accept a part for the whole;

- 9.6.5 grant receipts, acquittances and releases for any payment, delivery or other settlement;
- 9.6.6 commence, prosecute or defend and at their discretion to settle or abandon any actions, suits, applications or other proceedings at law in any of the Courts or before any Tribunal or Board and to proceed to the final end and determination of any such proceedings and in that respect to institute and prosecute appeal proceedings and also to accept service of process and to consent to judgment in any such proceedings;
- 9.6.7 submit any matters in dispute to arbitration, and to sign all necessary documents and take all necessary steps for that purpose;
- 9.6.8 effect the pledge or cession of any movable property, including insurance policies and other rights or claims, which may at any time be owned by the Association and for any indebtedness or other obligation contracted or to be contracted on the Association's behalf;
- 9.6.9 prove claims against insolvent estates, assigned estates, companies and close corporations in liquidation or under judicial management and to attend meetings of creditors of any such insolvent estate, assigned estates or companies and close corporations in liquidation or under judicial management and to vote for the Association thereat;
- 9.6.10 carry on business of whatsoever nature as the trustees may from time to time deem appropriate;
- 9.6.11 enter into any partnership, joint venture or other association with any other person, firm or company for the doing or performance of any transaction or series of transactions within the powers of the Trustees in terms hereof;
- 9.6.12 take out and deal with insurance of all kinds;
- 9.6.13 engage the services of professional practitioners, agents and advisors of whatsoever nature and tradesmen of whatsoever nature for the performance of work and rendering of services necessary or incidental to the affairs of the Association;
- 9.6.14 vary any investment made realising the same and/or substituting therefore any other investment which the Trustees are empowered to make; and
- 9.6.15 choose *domicilium citandi et executandi*.

10. CONTRIBUTIONS PAYABLE BY THE MEMBERS

- 10.1 The Trustee Committee may from time to time assess Contributions payable by the Members for the purpose of meeting all the expenses which the Association has incurred, or to which the Trustee Committee reasonably anticipates the Association will incur by way of landscaping, Estate roads and services thereon, (except electricity services) the security systems to be installed on the Common Property and/or for payment of all rates and other charges payable by the Association in respect of the Common Property, and/or for the services rendered to it, and/or for payment of all expenses necessary or reasonably incurred in connection with the management of the Association, the Common Property and the Association's affairs. In calculating Contributions, the Trustee Committee shall take into account, income, if any, earned by the Association.
- 10.2 The Trustee Committee may estimate the amount which may be required by the Association to meet the expenses during each year, together with such estimated deficiency, if any, as may result from the preceding year, and levy a Contribution which is to be payable by the Members in equal parts. The Trustee Committee may include in such Contributions an amount to be held in reserve to meet anticipated future expenditure not of an annual nature. Every such Contribution shall be made payable by equal monthly installments due in advance on the first day of each and every succeeding month of such year.
- 10.3 The Trustee Committee, may from time to time, levy a Contribution payable by the Members in equal parts in respect of all such expenses (which are not included in any estimate made in terms of clause 10.2) and such Contributions may be levied in the sum or payable in such installments as the Trustee Committee may determine.
- 10.4 Any amount due by a Member by way of a Contribution shall be a debt due and owing by him to the Association. A Member shall not be obliged to pay any future Contributions to the extent after and as from the date he ceases to be a Member but shall remain liable for those Contributions invoiced but not yet paid and arrear Contributions. No Contributions paid by a Member shall under any circumstances be repayable by the Association upon his ceasing to be a Member. A Member's successor-in-title to an Erf shall be liable as from the date upon which he becomes a Member pursuant to the transfer of that Erf to pay the Contributions attributable to that Erf.
- 10.5 The total Contribution as contemplated in clauses

10.1 and 10.2 shall be the same for each Erf in the Estate.

- 10.6 Any special Contribution imposed by the Trustees in terms of clause 10.3 may be apportioned between the Members by the Trustees in an apportionment which the Trustees may regard as reasonable, regard being had of the direct benefits which the Member(s) may derive from the proposed expenditure for which the special Contributions are imposed. The Trustees shall be entitled to recover from certain Members or groups of Members, by means of the imposition of special Contributions, expenditure incurred by the Association which the Trustees in their sole discretion consider to benefit primarily or only such Members or groups of Members.
- 10.7 Any overdue payment of Contributions shall bear interest from the date when it is due to the date when payment is actually made at the prime rate of interest charged by the Association's bank or at such rate as may be determined by the Trustee Committee from time to time.
- 10.8 In the event that the Association has to register as a VAT (Value Added Tax) vendor, the Association may be obliged to pay VAT calculated on the Contributions levied payable by the Members and, in such an event, the Members will be obliged to pay such VAT that may be levied by the Association.

11. OTHER PROFESSIONAL OFFICERS

Save as specifically provided otherwise in this Constitution, the Trustee Committee shall at all times have the rights to engage on behalf of the Association, the services of accountants, auditors, attorneys, advocates, architects, engineers, any other professional person or firm and/or any other employee/s whatsoever, for any reasons deemed necessary by the Trustee Committee and on such terms as the Trustee Committee shall decide.

12. PROCEEDINGS OF THE TRUSTEE COMMITTEE

- 12.1 The Trustee Committee may meet, adjourn and otherwise regulate their meetings as they deem fit, subject to this Constitution.
- 12.2 Meetings of the Trustee Committee shall be held at least once every calendar quarter, provided that if all the Trustees shall in writing have waived the above requirement in respect of a particular quarter then no meeting of the Trustee Committee needs be held for that quarter.
- 12.3 The quorum necessary for the holding of any

meeting of the Trustee Committee shall be 2 (two) Trustees where there are 4 (four) Trustees and 3 (three) Trustees where there are more than 4 (four) Trustees.

- 12.4 The Chairman shall preside as such at all meetings of the Trustee Committee, provided that should at any meeting of the Trustee Committee the Chairman not be present within 15 (fifteen) minutes after the time appointed for the holding thereof, then the Vice-Chairman shall act as Chairman at such meeting, provided further that should the Vice-Chairman also not be present within 15 (fifteen) minutes of the time appointed for the holding of such meeting, those present of the Trustees shall vote to appoint a Chairman for the meeting, who shall thereupon exercise all the powers and duties of the Chairman in relation to such meeting.
- 12.5 A Trustee shall take minutes of every Trustee Committee meeting, although not necessarily verbatim, which minutes shall be reduced to writing without undue delay after the meeting will have closed and shall to the extent it is so, be certified correct by the Chairman of the meeting. All minutes of Trustee Committee meetings shall after certification as aforesaid be placed in a Trustee Committee Minute Book to be kept in accordance *mutatis mutandis* with the provisions of the law relating to the keeping of minutes of meetings of directors of companies. The Trustee Committee Minute book shall be open for inspection at all reasonable times by a Trustee, the auditors, the Members and the local authority.

- 12.6 All competent resolutions recorded in the minutes of any Trustee Committee meeting shall be valid and of full force and effect as therein with effect from the passing of such resolutions, and until varied or rescinded, but no resolution or purported resolution of the Trustee Committee shall be of any force or effect, or shall be binding upon the Members or any of the Trustees unless such resolution is competent within the powers of the Trustee Committee.

- 12.7 Save as otherwise provided in this Constitution, the proceedings at any Trustee meeting shall be conducted in such reasonable manner and form as the Chairman of the meeting shall decide.
- 12.8 A resolution signed by all the Trustees shall be valid in all respects as if it had been duly passed at a meeting of the Trustee Committee duly convened.

13. GENERAL MEETINGS OF THE ASSOCIATION

- 13.1 The Association shall, before the month of July in each calendar year, hold a general meeting as its

Annual General Meeting. This meeting shall be in addition to any other general meetings during that year, and shall specify the meeting as such in the notices calling it, in terms of paragraph 14 below.

- 13.2 Such annual general meeting shall be held at such time and place subject to the foregoing provisions, as the Trustee Committee shall decide from time to time.
- 13.3 All general meetings other than annual general meetings shall be called special general meetings.
- 13.4 The Trustee Committee, may, whenever they think fit, convene a special general meeting, and a special general meeting shall also be convened on the request of not less than 10% (ten per centum) of all Members of the Association.

14. NOTICE OF MEETINGS

- 14.1 The annual general meeting and a meeting called for the passing of a special resolution, shall be called with not less than 21 (twenty one) days notice in writing, and a special general meeting, other than one called for the passing of a special resolution, shall be called with not less than 14 (fourteen) days' notice in writing. In each case, the notice shall be exclusive of the day on which it is given, and shall specify the place, the day and the hour of the meeting and, in the case of special business, in addition to any other requirements contained in the Constitution, the general nature of that business, and in the case of a special resolution, the terms and effect of the resolution and the reasons for it shall be given in the manner hereinafter mentioned or in such other manner, if any as may be prescribed by the Trustee Committee to such persons as are herein entitled to receive such notices from the Association, provided that a general meeting of the Association shall, notwithstanding that it is called by shorter notice than that specified herein, be deemed to have been duly called if it is so agreed:

- 14.1.1 in the case of a meeting called as the Annual General Meeting, by all the Members entitled to attend and vote thereat; and
- 14.1.2 in the case of a special general meeting, by a majority in number of the Members having a right to attend and vote at the meeting, being a majority together holding not less than 95% (ninety five percent) of the total voting rights of all Members.

15. SERVICE OF NOTICES

- 15.1 A notice shall be in writing and shall be given or served by the Association upon any Member, either personally or by post, properly

addressed to the Member at the address of the Erf owned by him.

- 15.2 No Member shall be entitled to have a notice served on him at any address other than an address within the Republic of South Africa. Any Member may require the Association, by notice, to record an address within the Republic of South Africa which shall be deemed to be his address for the purpose of the service of notices.
- 15.3 Any notice by post shall be deemed to have been served at the time when the letter containing the same was posted, and proof of the giving of the notice by post, shall be sufficient to prove that the letter containing the notice was properly addressed and posted.
- 15.4 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings of that meeting.

16. VENUE OF MEETINGS

General Meetings of the Association shall take place at such place/s as shall be determined by the Trustee Committee from time to time.

17. QUORUM

- 17.1 No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business. The quorum necessary for the holding of any general meeting shall be such of the Members entitled to vote, as together for the time being, represent, personally or by proxy, one half of the total votes of all Members of the Association entitled to vote and at least 10% (ten percent) of those Members entitled to vote shall be personally present.
- 17.2 If within half an hour from the time appointed for the holding of a general meeting a quorum is not present, the meeting, if convened on the requisition of Members, shall be dissolved, in any other case it shall stand adjourned to the same day in the next week, at the same place and time, and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting, the Members present shall constitute a quorum.

18. AGENDA AT MEETINGS

The following matters shall be dealt with at every Annual General Meeting:

- 18.1 the consideration of the Chairman's report to the Trustee's Committee;

- 18.2 the election of the Trustee Committee;
- 18.3 the consideration of any other matters raised at the meeting including any resolutions proposed for adoption by such meeting, and the voting upon any such resolutions;
- 18.4 the consideration of the financial statements of the Association for the last financial year of the Association preceding the date of such meeting and the approval and adoption thereof;
- 18.5 the consideration of the report of the auditors and the approval and the acceptance thereof.

19. PROCEDURE AT GENERAL MEETINGS

- 19.1 The Chairman shall preside, as such, at all general meetings, provided that should he not be present within 15 (fifteen) minutes after the time appointed for the holding thereof, then the Vice-Chairman, shall act as Chairman at such meeting, provided further that should the Vice-Chairman also not be present within 15 (fifteen) minutes of the time appointed for the holding of such meeting, then the Members present at such meeting entitled to vote, shall vote to appoint a Chairman for the meeting, who shall thereupon exercise all the powers and duties of the Chairman in relation to such meeting.
- 19.2 The Chairman may, with the consent of any general meeting at which a quorum is present (and if so directed by the meeting) adjourn a meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business which might have been transacted at the meeting from which the adjournment took place. Whenever a meeting is adjourned for 10 (ten) days or more, notice of the adjourned meeting shall be given in the same manner as of an original meeting. Save as aforesaid, the Members shall not be entitled to any notice of adjournment, or of the business to be transacted at an adjourned meeting.
- 19.3 Except as otherwise provided for herein, all general meetings shall be conducted in accordance with generally accepted practice.

20. PROXIES

- 20.1 A Member may be represented at a general meeting by a proxy, who need not be a Member of the Association. The instrument appointing a proxy shall be in writing signed by the Member concerned or his duly authorised agent in writing, but need not be in any particular form, provided that where a Member is more than one person, any one of those persons shall sign the instrument appointing a proxy on such Member's behalf,

where a Member is a company, the same shall be signed either by the Chairman of the Board of Directors of the Company or by its secretary, where an association of persons, by the secretary thereof, where a close corporation, by any Member and where a trust, by any Trustee.

- 20.2 The instrument appointing a proxy and the Power of Attorney or other authority (if any) under which it is signed, or a certified copy thereof shall be deposited at the principal place of business of the Association at any time appointed for the commencement of the meeting, or adjourned meeting, at which the person named in the instrument is proposed to vote. No instrument appointing a proxy, shall be valid after the expiration of 12 (twelve) months from the date of its execution.
- 20.3 A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death of the principal or revocation of the proxy, provided that no intimation in writing of the death or revocation shall have been received by the Trustee Committee at least one hour before the time fixed for the holding of the meeting.

21. VOTING

- 21.1 At every general meeting, every Member in person or by proxy and entitled to vote shall have one vote for each Erf registered in his name subject to the provisions of clause 4.1.2 hereof. The Developer shall be entitled to a single vote in respect to each unregistered Erf held by it, in accordance with the deeming provision of clause 4.1.1 above.
- 21.2 Save as expressly provided for herein, only a Member who is duly registered shall be entitled to be present or to vote on any question, either personally or by proxy at any general meeting provided that any Member who is under suspension or is in arrears with his Member's Contributions shall not be so entitled to be present or to vote as contemplated herein at any general meeting.
- 21.3 At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands.
- 21.4 Notwithstanding the provisions of clause 21.3 aforesaid, voting on the election of a Chairman of a general meeting (if necessary) or on any question of adjournment, shall be decided on a show of hands by a majority of the Members present in person or by proxy, and entitled to vote.
- 21.5 Every resolution and every amendment of a resolution proposed for adoption by a general

meeting shall be seconded at the meeting and, if not seconded, shall not be voted upon.

- 21.6 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 the votes cast thereon, and an abstention shall not be counted as a vote for or against the resolution in question. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the general meeting shall be entitled to a casting vote in addition to his vote as Member.
- 21.7 Notwithstanding anything contained in this Constitution, any resolution or the amendment of a resolution:
- 21.7.1 which would have the effect of amending or repealing any part of this Constitution (and to the extent necessary and applicable the approval of the relevant local or other authority professing jurisdiction over this constitution); or
- 21.7.2 which would have the effect of amending or repealing clause 32 of this constitution which clause precludes subdivision or rezoning of the Erven or the erection of more than one dwelling per Erf; or
- 21.7.3 which would have the effect of amending or repealing clauses 33 and 34 dealing with the Building Committee Approval and the Architectural Guidelines, or any of them, as the case may be,
- shall require a 75% (seventy five percent) majority of all Members entitled to vote before the resolution may be passed, which shall be known as a special resolution.
- 21.8 Unless any Member present in person or by proxy at a general meeting shall before closure of the meeting have objected to any declaration made by the Chairman of the meeting as to the result of any voting at the meeting, whether by show of hands or by poll, or to the propriety or validity of the procedure at such meeting, such declaration by the Chairman shall be deemed to be a true and correct statement of the voting, and the meeting shall in all respects be deemed to have been properly and validly constituted and conducted, and an entry in the minutes to the effect that any motion has been carried or lost, with or without a record of the number of votes recorded in favour of or against such motion, shall be conclusive evidence of the vote so recorded if such entry conforms with the declaration made by the Chairman of the meeting as to the result of any voting at the meeting.

- 21.9 Notwithstanding any other provision of this Constitution, any rule and/or regulation passed in pursuance hereof and/or any code, the Developer shall have an overriding right and shall be entitled, but not obliged, to veto any decision of the Association until the Developer has sold and registered transfer to Members of at least 75% (seventy five percent) of the Erven comprising the Land. To this extent, the Developer shall also be entitled to control the Development and the Association, and as such pass such resolutions as it may determine in its sole and absolute discretion until the Developer has sold and registered transfer to Members of at least 75% (seventy five percent) of the Erven comprising the Land.

22. FINANCIAL YEAR END

The Financial Year End of the Association shall be the last day of February each year.

23. ACCOUNTS

- 23.1 The Association in a general meeting or the Trustee Committee, may from time to time make reasonable conditions and regulations as to the time and manner of the inspection by the Members, of the accounts and books of the Association, or any of them, and subject to such conditions and regulations, the accounts and books of the Association shall be open to the inspection of Members at all reasonable times during normal business hours.
- 23.2 At each Annual General Meeting the Trustee Committee shall lay before the Association a proper income and expenditure account for the immediately preceding financial year of the Association, or in the case of the first account, for the period since the incorporation of the Association, together with a proper balance sheet made up as at the last financial year end of the Association. Such annual financial statements shall be accompanied by proper and extensive reports of the Trustee Committee and the auditors which shall be attached to the notice sent to Members convening each Annual General Meeting. The abovementioned annual financial statements of the Association shall be framed in accordance with the provisions of the Act and any other documents required by law to accompany same.

24. AUDIT

- 24.1 Once at least in every year, the financial statements of the Association shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by the
- 24.2 The auditors shall perform such duties as are performed by auditors of any registered company.

25. INDEMNITY

- 25.1 All Members of the Trustee Committee and the auditors shall be indemnified out of the funds of the Association against any liabilities *bona fide* incurred by them in their respective said capacities and in the case of a Trustee Member, in his capacity as Chairman, Vice- Chairman, whether defending any proceedings, civil, criminal or otherwise, in which relief is granted to any such person/s by the Court.
- 25.2 Every Member of the Trustee Committee, every servant, agent and employee of the Association, and the Auditors shall be indemnified by the Association against all costs, losses and expenses including travelling expenses which such person or persons may incur or become liable for by reason of any contract entered into, or any act or deed done, by such person or persons in the discharge of any of his/their respective duties, including the case of a Trustee Member, his duties as Chairman or Vice-Chairman. Without prejudice to the generality of the above, the Association shall specifically indemnify every such person against all losses of whatsoever nature incurred arising out of any *bona fide* act, deed or letter done or written by him jointly or severally in connection with the discharge of his duties, provided that any such act, deed or letter has been done or written in good faith. It shall be the duty of the Trustee Committee to pay out of the funds of the Association
- 25.3 A Trustee Member shall not be liable for the acts, receipts, neglect or default of the auditors or of any of the other Members of the Trustee Committee, whether in their capacities as Trustee Members or as Chairman or Vice-Chairman, or for any loss or expense sustained or incurred by the Association through the insufficiency or deficiency of title to any property acquired by the Trustee Committee for or on behalf of the Association, or for the insufficiency or deficiency of any security in or upon which any of the monies of the Association shall be invested, or for any loss or damage arising from the insolvency or fortuitous act of any person with whom any monies, securities or effects shall be deposited, or for any loss or damage occasioned by any error of judgment or oversight on his part, or for any other loss, damage or misfortune whatever which shall happen in the execution of any of the duties of his office/s or in relation thereto, unless the same shall happen through lack of *bona fides* or breach of duty or breach of trust.

26. PRIVILEGE IN RESPECT OF DEFAMATION

Every Member of the Association and every Trustee Member shall be deemed by virtue of his Membership or, as the case may be, his holding

office as a Trustee Member, to have waived as against every other Trustee Member, the Trustee Committee, the Chairman or Vice-Chairman, the auditors and everybody else engaged to perform any function or duty on behalf or for the benefit of the Association, or the Trustee Committee, or any sub-committee, all claims and rights of action which such Member or Trustee Member might otherwise have had in law arising as a result of any statement, report, complaint or notice of or concerning such Member or Trustee Member, or any reference to such Member or Trustee Member, made at any Trustee Committee meeting or general meeting, or otherwise in the performance or exercise of any right, function, duty, power or trust, within the ambit of these presents, being a statement, report, complaint, notice or reference defamatory to such Member or Trustee Member, or otherwise injurious to the dignity, reputation, business or financial interest of such Member of Trustee Member, whether such statement be true or false.

27. BREACH

27.1 Should any Member:

- 27.1.1 fail to pay any of his Contributions when they are due and continue not to pay within seven (7) days after having received notice by the Trustees; or
- 27.1.2 fail to comply with any provision of this Constitution, including without limitation, failing to adhere to the Architectural Design Guidelines, and not make any effort to comply with that provision within a reasonable period after having been called upon to do so by the Trustees to comply with the provision;

then, in addition to the right to claim damages or any other legal right, including but not limited to applying to the High Court of South Africa for a mandatory interdict to force compliance by the Member for which the Member hereby authorizes such action, the Trustees may proceed with legal action against that Member for the appropriate remedy or, if 27.1.2 applies, rectify that Member's failure to comply and claim all the costs of doing so from that Member immediately.

- 27.2 If the Trustees proceed with legal action against any Member, that Member will have to pay all of the Trustee's legal and other costs which have been incurred in connection with the legal action.

28. WATER

- 28.1 Each Erf shall have a municipal water supply for household use and the Member shall be obliged to pay the municipality for such water consumed. Where the Association is billed directly by the

Municipality for such water then a sub-meter shall be installed by the Association at the cost of each relevant Member who shall pay to the Association from time to time for such water used, in the manner determined by the Association.

- 28.2 All water consumed in respect of the Common Property shall be paid for by the Association out of its funds or Contributions collected.

29. RATES AND TAXES

Each Member shall pay such rates and taxes as are levied in respect of his Erf to the relevant local authority.

30. TRANSFER OF COMMON PROPERTY

It is recorded that as soon as reasonably possible after the coming into operation of the Association, the Developer will endeavour to transfer the Common Property to the Association which shall thereafter be responsible for the maintenance and upkeep thereof.

31. DEALINGS WITH THE COMMON PROPERTY

Neither the whole nor any portion of the Common Property shall be:

- 31.1 sold, alienated, otherwise disposed of, subdivided or transferred; or
- 31.2 subjected to a mortgage; or
- 31.3 subjected to any rights, whether registered in the Deeds Registry or not, of use, occupation or servitude (save those enjoyed by the Members); or
- 31.4 built upon, improved or enhanced in value by the construction of buildings, erection of facilities or amenities, other than as contained in this Constitution and in the approved layout plan,

without the sanction of a special resolution of the Members.

32. NO SUBDIVISION OR REZONING AND NOT MORE THAN ONE DWELLING

- 32.1 No Member shall be entitled to subdivide or rezone his Erf.
- 32.2 No more than one dwelling, together with such outbuildings as are ordinarily required to be used in connection therewith, shall be erected on any Member's Erf.
- 32.3 To the extent a Member consolidates 2 (two) Erven, such Member shall be responsible to pay twice the

contributions and/or other charges levied by the Association.

- 32.4 To the extent applicable and necessary, the registered owners of the Group Sites shall be entitled to apply for increased densities on such sites, subject to the prior written approval of the Building Committee.

33. BUILDING STANDARD RULES

- 33.1 In compliance with clause 4.6.2 above no Member of any Erf shall be entitled to build on his Erf or effect any Improvement thereto or erect any structure thereon without having received the prior written approval of the Building Committee which may be designated by the Trustee Committee from time to time. No development, construction, alteration and/or renovation (in their widest interpretations) shall be undertaken on an Erf and the Group Sites other than strictly in accordance with the Architectural Design Guidelines annexed hereto marked "B".
- 33.2 No Member of any Erf shall be entitled to alter any construction thereon or to alter or vary the design or facade of his building, dwelling or Improvements so constructed, without having received the prior written approval of the Building Committee.
- 33.3 No Member shall be entitled to undertake any form of alteration and/or construction of a proposed and/or existing building, dwelling or Improvement on his Erf (and any other property situated on the Land) other than in accordance with the Code of Conduct for Builders attached hereto marked "C", and the Architectural Design Guidelines and before and until such Member shall have:
- 33.3.1 procured that his contractor has read and understood the Code of Conduct for Builders attached hereto and shall have signed the pro forma Undertaking attached to the Code of Conduct;
- 33.3.2 delivered the Undertaking provided for in 33.3.1 above and shall have received the Building Committee acceptance thereof in writing;
- 33.3.3 the contractor shall have received, from the Building Committee, his written Certificate to Commence Construction.
- 33.4 Should a Member fail to erect and complete the building

of a dwelling on his Erf within 3 (three) years of the of registration of transfer from the Developer to the purchaser or Member of that Erf, then such Member pay the Association a monthly penalty equal to three times the monthly contributions and charges levied by the Association (from time to time) from the commencement of the fourth year until the date of completion of the dwelling.

- 33.5 In order to preserve and protect each and every Member's value in his Erf, it is an express provision of this Constitution that the Architectural Design Guidelines, Code of Conduct for Builders cannot be amended other than by 75% (seventy five percent) majority of all the Members entitled to vote attending a properly convened meeting Members.

34. AESTHETICS APPROVAL

- 34.1 Only Improvements which are in harmony with and enhance the desired architectural character of the Estate and which Improvements are sympathetic in style to each other, may be built on an Erf. For this purpose the Building Committee can appoint an architect to ensure compliance with the Architectural Design Guidelines attached hereto. The Building Committee shall further be responsible for the management and control of building activities within the Estate.
- 34.2 The Building Committee approval procedure shall consist of at least the following:
- 34.2.1 the designation of a suitably qualified and experienced registered architect, or suitable Qualified person, as review authority for all building plans.
- 34.2.2 the approval of all building plans, such building plans which shall be drafted by registered architects or architectural draftsmen and submitted by a Member for the improvement of his Erf; and
- 34.2.3 the ruling of the Building Committee or its appointed agent shall be final and binding on the Member.
- 34.3 The Association shall be entitled to charge fees, as contemplated in the Architectural Design Guidelines.
- 34.4 A Member will be required to apply to the Building Committee for a Plan Compliance Certificate upon completion of his construction works and fees shall be determined by the Association for the period between the issuance of

the Certificate to Commence Construction and the Plan Compliance Certificate.

- 34.5 The Building Committee shall enforce all building lines in terms of the Site Development Plan approved by Council in order to ensure the safety of the public concerned.

35. CONDUCT RULES

- 35.1 The initial Conduct Rules are set out in Annexure "A" hereto.
- 35.2 Each and every Member, including any person occupying under him and/or any person seeking access to the Estate under him and/or under his name or instance or invitation shall be obliged to abide by and obey the Conduct Rules.
- 35.3 These Conduct Rules have been inserted for the benefit of all Members and, as such, any amendment, deletion and/or addition thereto shall require the prior approval of at least 75% (seventy five percent) of all the Members entitled to vote, by proxy or personally, at a properly convened meeting of Members.

36. DOMICILLIUM

- 36.1 The Domicillium citandi et executandi for the Kings Gate Master Home Owners Association

37. STREET PLANTERS

- 37.1 The Trustees of the Association shall ensure that all plants in the planters at intersections be maintained at a maximum height of 900mm to ensure the safety of the public concerned.