

CONSTITUTION
OF GLENGARIFF HOME OWNERS ASSOCIATION

1. NAME

This Home Owners Association is created in terms of the provisions of the Land Use Planning Ordinance No. 15 of 1985, in respect of Farm 723/36, East London and shall be known as GLENGARIFF HOME OWNERS ASSOCIATION.

2. MEMBERS

The members of the Association shall be limited to the registered owners of the sub-divisions of Portion 7 of Farm 723, Division of East London, according to the registered General Plan, provided that:

- 2.1 A person who is entitled to obtain a Certificate of Registered Title to any of the aforementioned erven In terms of the Deeds Registries Act No. 47 of 1937, as amended, shall for the purpose of this Constitution, be deemed to be the registered owner of such erf.
- 2.2 Where any such owner is more than 1 (one) person, all the registered owners shall be deemed to be jointly and severally 1 (one) member. The first co-owner to record his presence at a meeting shall be the person entitled to vote
- 2.3 When a member ceases to be the registered owner of an erf, he shall ipso facto cease to be a member of the Association.
- 2.4 A member shall not transfer the erf unless it is a condition of such transfer that the transferee becomes a member of the Association, and shall ipso facto upon registration of transfer be a member of the Association, subject, bound and entitled to the provisions of this Constitution.
- 2.5 A registered owner of any subdivision of any portion of Portion 36 of Farm 723, East London of GLENGARIFF HOME OWNERS ASSOCIATION, shall be deemed to be a member of the Association and shall, so long as he is the registered owner of at least one of the erven, remain a member of the Association and may not resign his membership.
- 2.6 The rights and obligations of a member shall not be transferable and every member shall abide by and be subject to the provisions of this Constitution, and shall further the objects and interest of the Association, and shall observe all by-laws and regulations made by the Association, provided that nothing contained in this Constitution shall prevent a member from ceding rights In terms of this Constitution as security to the Mortgagee of the respective member's erf.

3. OBJECTS

The objects of the Association shall be:

- 3.1 To take transfer of any common property and acquire the shareholding in GLENGARIFF ENTERPRISES PHASE 1 SHARE BLOCK (PROPRIETARY) LIMITED, NO. 90/07668/07.
- 3.2 To control, regulate, maintain, repair, develop and keep in good order all areas, roadways and all services, common to and/or which serve and relate to the aforesaid erven following upon the aforesaid subdivision and development of the erven, to promote the common interest of the members as registered owners of the aforementioned immovable property.
- 3.3 To do all things necessary and relative to the reasonable and lawful requirements of the Local Authority, the Nature Conservation and Environmental Authorities.
- 3.4 To enforce the observance of the rules of the Association and the provisions of the Constitution and to deal with any infringement thereof.
- 3.5 The Management Regulations, being Annexure "A", and the Architectural and Landscape Conditions, being Annexure "B", shall be of force until amended as provided for in terms of Paragraph 6 of this Constitution.
- 3.6 To open and operate banking accounts and to have all such powers as are conferred by Schedule 2 of the Companies Act of 1973 as amended or substituted from time to time.
- 3.7 To invest any monies Of the Association not immediately required for any of these objects or purposes in such manner as may from time to time be determined.
- 3.8 To raise funds as prescribed in Clause 7 of Annexure "C" hereto.
- 3.9 To do all such things and to have such powers as may be necessary to perform acts ancillary and supplementary to all powers and objects and powers of the Association.
- 3.10 To control development of both the common property and erven forming part of the aforementioned sub divisions, and to do all such things as may be necessary to protect the environment of the common property and aforementioned erven so as to protect the ecology in accordance with the advice and requirements of the Local Authority, the Nature Conservation and Environmental Authorities.
- 3.11 To require owners of erven forming part of the aforementioned subdivision to keep all property, including Improvements thereon in a good and proper state and condition, and to maintain and/or repair such as it may deem necessary, and in the event of failure of such erf owner so to comply, to perform such acts as it may deem necessary in regard to such maintenance and/or repair, and to recover the cost and expense thereof from such erf owner. To any actual costs of labour and materials there shall be added 20% in respect of administration costs.
- 3.12 In order to save costs, the members of the existing Company may pass a Special Resolution to the effect that the liability of the members to pay levies to the Company are ceded to the Home Owners Association, in which case the Home Owners Association shall be liable to meet the Company's expenses.

4. **CONTROL**

- 4.1 The powers of the Committee to manage and control the affairs of the Association shall be in accord with the Regulations as set out in Annexure "C" hereto and which shall remain in force until such time as amended in terms of Paragraph 6 of this Constitution.

5. **LEVIES**

The Association shall levy its members for the purpose of the following:

- 5.1 The Association shall make levies upon the members for the purpose of meeting all expenses which the Association has incurred or which the Association reasonably anticipates it will incur by way of maintenance, repair, improvement and keeping in good order and condition the property as it is required to do, and/or for payment of all rates and other charges payable by the Association in respect of the common area and/or 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 area and the Association's affairs. In calculating levies, the Association shall take into account income, if any, earned by the Association.
- 5.2 In arriving at the levy, the Committee shall present to a General Meeting an estimate of the anticipated costs for the ensuing year, which costs shall then be broken down into a monthly levy per unit. Payment of such monthly levy shall then be due on the first day of each and every month, the first payment being due on the first day of the new financial year.
- 5.3 In addition thereto, the members undertake, in agreement with one another and with due regard to the rights and convenience of the others, to exercise their rights, and furthermore undertake to ensure that the external appearance of, and the maintenance of all land and all property and services owned by the Association are attended to in respect of the financial obligations which might be imposed upon them in agreement with one another, which financial obligations shall furthermore include any such legal obligations which might be imposed upon them by the Local Authority. Funds so levied from the members shall be utilised for the purposes aforesaid and, in addition thereto, such expenditure as is required in respect of the Local Authority for rates and taxes, maintenance requirements and Insurance, if applicable, and each owner of land shall be levied to the extent of such proportionate share in respect of the expenditure aforesaid.
- 5.4 Should it at any time become apparent to the Committee that the anticipated expenditure estimate is inadequate or should it become necessary for the Association to incur extraordinary expenses, it shall be entitled to require its members to pay an additional levy to cover such extraordinary expenditure.
- 5.5 In this regard, any anticipated expenditure as budgeted for in terms of Clause 5.2 that exceeds such budgeted figure by 15%, shall be referred back to a Special General Meeting prior to the Committee raising the levies.
- 5.6 As far as extraordinary expenses are concerned, if the matter is urgent to maintain the facilities and services, the Committee shall be entitled to raise such expenditure immediately, but shall as soon as possible refer the matter to a Special General Meeting.

- 5.7 Levies shall be paid within 7 (seven) days of due date and failing such payment shall carry interest at a rate to be determined by the Committee.
- 5.8 No member on ceasing to be a member shall be entitled to repayment of any reserve funds of the Association.
- 5.9 That in the event of any member having the private use of any area, that member shall be responsible for the upkeep of such area.
- 5.10 Members owning undeveloped erven, to which no services are supplied, shall pay a levy to cover the administrative costs of the Association, which percentage of administrative costs shall be determined by the Committee.
- 5.11 In the event of any member being in arrear with any levies, the Committee may request the Attorney attending to the transfer to withhold same pending the arrears being brought up to date or guaranteed.
- 5.12 The Committee is authorised, in its discretion, to allow a rebate on the levy owing by any member in the event of such levy being paid in advance by a certain date.
- 5.13 In the event of any member/tenant/occupier contravening any of these regulations which results in the Committee and the Association being put to any cost, the member/tenant/occupier shall be liable for such costs.
- 5.14 In the event of the Association having to issue summons against any person for monies owing to the Association, the Association shall be entitled to recover legal costs on an Attorney/client scale.
- 5.15 The Committee may also, in its discretion, withdraw services to any member who is in arrear with his levies.

6. AMENDMENT TO CONSTITUTION

- 6.1 The members may at any time by 75% (Seventy-Five Per Centum) of persons present at a General Meeting, amend this Constitution.
- 6.2 The regulations referred to in 3.5, being Annexures "A" and "B" and the regulations referred to in 4.1 being Annexure "C", may be amended by 51% (Fifty-One Per Centum) of the persons present at a general Meeting.
- 6.3 Any proposed amendments, either in terms of 6.1 or 6.2, shall be contained in the Notice of Meeting.

7. **GENERAL**

- 7.1 The requirement that the registered owner be a member of the Home Ownership Association shall be registered against their Title Deeds in the Deeds Office In King Williams Town, but in the event of the Local Authority not requiring it or the Registrar not registering such condition, the registered owner shall make it a condition that on any re-sale, such sale shall be conditional upon the new owner becoming a member of Glengariff Home Owners Association.
- 7.2 Members agree that a copy of such Sale Agreement shall be lodged with the Amatola District Council or any substituted Local Authority, which is authorised to place an interdict against the Issue of a Rates Clearance Certificate until such time as the said new owner has agreed to be bound to a condition of sale referred to in 7.1.
- 7.3 The Association can withhold any Levy Clearance Certificate until such time as any new owner agrees to become a member of the Horns Owners Association.

8. **LEGAL ENTITY**

The Home Owners Association shall be a legal entity, separate from its members and shall be entitled to sue and be sued in its own name.

9. **LIABILITY OF MEMBERS**

The liability of members is limited to any unpaid levies.

10. **SERVICES AGREEMENT**

The member is aware that the Association might have to assume responsibility, both physically and financially, for the:

- 10.1 connection of the internal engineering services to any bulk engineering services as may be required by the Local Authority
- 10.2 upgrading of the internal engineering services to a standard commensurate with the developed and operational Internal services on all abutting properties, with the levels of such abutting internal engineering services being determined by the Local Authority
- 10.3 the owner of the erf shall, without compensation, be obliged to allow electricity cables, telephone, television cables and/or wires and mains and/or other waterpipes and foul sewers and drainage, including stormwater pipes, ditches or channels of any other erf or erven to be conveyed across this erf and surface installations such as mini-substations, meter kiosks and service pillars to be installed thereon, If considered necessary by the Council and in such manner and position as may from time to time be reasonably required. This shall include the right of access to the erf at any reasonable time for the purpose of constructing, altering, maintaining, removing or inspecting any works connected with the above.

11. WINDING UP

The Home Owners' Association may be wound-up in the following circumstances:

- 11.1 Any Local Authority having jurisdiction no longer requiring the sub divisional erven to have a Home Owners' Association; and
- 11.2 51% (Fifty-One Per Centum) of the members of the Home Owners' Association agreeing to same after special notice proposing such winding-up has been given; and
- 11.3 In the event of the Home Owners' Association being wound-up, the meeting may give directions as to the manner in which the Home Owners Association is to be wound up and also to the disposal of any surplus funds. The Notice of Meeting shall suggest to which purposes or Institutions the surplus funds are to be awarded.

CONSTITUTION

OF GLENGARIFF HOME OWNERS ASSOCIATION:

ANNEXURE A: MANAGEMENT REGULATIONS

1. DEFINITIONS

- 1.1 "Member" As defined in the Constitution.
- 1.2 "Control" As defined in the Constitution.
- 1.3 "Committee" Shall mean the body of person(s) appointed by members to attend to the running and affairs of the association.
- 1.4 "Home Owners' Association" As defined in the Constitution.
- 1.5 "Property" Shall mean all property under the control and administration of the Home Owners' Association.
- 1.6 "Common Property" Shall mean the movable and Immovable property owned by the Home Owners' Association.

2. USE OF PROPERTY

- 2.1 All members shall ensure that their respective activities on and uses of the property or any part thereof with all its services, facilities and amenities shall at all times be conducted and carried out with reasonable and diligent care and with due and proper consideration for other members of the Home Owners' Association in accordance with these regulations. These regulations shall likewise apply to guests and servants of members while they are on the property.
- 2.2 No members shall cause or permit any disorderly conduct of whatsoever nature on his erf or do or permit any act, matter or thing in or about the same which shall constitute or cause a nuisance or any inconvenience to any other member, occupant or staff of the Home Owners' Association.
- 2.3 All members shall strictly adhere to walkway access on the property in order that privacy of other members may not be infringed upon, or natural vegetation be disturbed in any way.
- 2.4 Members will endeavour to ensure that no strangers are admitted to the property and that their visitors will comply with the Rules and Regulations.
- 2.5 No caravans shall be parked or tents erected on the property.
- 2.6 Members may apply in writing for permission to keep no more than two dogs and one cat on an erf. The permission to grant a member the right to keep animals is at the sole discretion of the Committee and which permission may at any time, in the sole discretion of the Committee, be withdrawn in the event of these animals causing a nuisance to other members. The Committee may also, recognizing that there are inherent security aspects in relation to the keeping of dogs, require members to confine them to their property in a manner which complies with the Architectural Design Manual (a copy of which is attached hereto marked Annexure B). The Manager has the right to capture and take any stray pets

to the SPCA and the owner of the pet will be held liable for any associated costs.

- 2.7 Only emergency repairs to vehicles may be carried out on the property in order to make the vehicle mobile.
- 2.8 A motor vehicle shall not be parked in a place that may obstruct any roads or restrict members' access to their erven or damage any sewerage and water pipes.
- 2.9 No vehicles, other than emergency rescue vehicles and essential maintenance vehicles, are permitted to drive down Lover's Lane.

3. PRIOR CONSENT OF COMMITTEE (RESTRICTIONS)

No member shall, save with the prior written consent of the Committee:

- 3.1 Erect any structure of permanent or semi-permanent nature, or effect any change or alteration to such existing structure. Such structures must, in any event, comply with the Architectural Design Manual (Annexure B) and the National Building Regulations.
- 3.2 Expose from or otherwise make visible from any building or elsewhere any washing or articles being aired or cleaned or any garbage, rubbish or rubbish bin in a manner which the Committee deems unsightly.
- 3.3 Deny the Committee or its servants or nominees access for the purpose of inspection, maintenance or performance of its duties to any portion of the erf under control of such member or other part of the common property which the member is entitled to use.
- 3.4 Neglect to make good any damage caused to any part of the common property by the member, his family, tenant, invitee or guest or any other person over which the member has control.
- 3.5 Allow any part of the erf that the member owns to become unsanitary or accumulated with rubbish, or become dirty or untidy.
- 3.6 Keep on the erf any materials of a dangerous or explosive nature, the keeping of which contravenes any statute or local regulation or by-law or constitutes a nuisance to other members or voids or renders void any insurance effected by the Home Owners' Association or any other members, or increases premiums.
- 3.7 Permit any of his possessions or the possessions of any of his household or any of his visitors or invitees to remain in any entrance, road, walkway or other part of the property to which members have common access.
- 3.8 Alter the general nature of the existing flora on the property except where fire control is the main object.

4. HAZARDS

- 4.1 Members may not commit or permit any act which would increase the hazard of fire or have the effect of increasing the rates of insurance premiums. Members will not be allowed to make fires other than in their own private braai areas.
- 4.2 It is noted that the existence of thatch roofs within the resort constitutes an additional fire risk, specifically with regard to non-compliance to building lines for such roof construction as prescribed by the National Building Regulations. Owners of such dwellings will be required to effect Insurance cover to indemnify other members for any consequential property damage in the event of a fire spreading from their dwellings.

5. **REFUSE**

The member shall not allow any rubbish, debris, dirt or refuse to be left anywhere on the property other than in places specifically designated for that purpose. The member shall ensure that all refuse and dirt is removed regularly from the premises and left in the places specifically designated therefor from time to time in polythene bags.

6. **SECURITY**

Unauthorised persons or others found causing a nuisance on the property should be reported to the Manager.

7. **VEHICULAR ACCESS**

Access roads to dwellings erected on the property will be for the sole use of members entitled to the use of such dwelling or people authorised by such member or a member of his family.

8. **BUSINESS AND AUCTION SALES**

8.1 No member shall hold or allow any other person to hold on any portion of the property any auction sale without the prior written consent of the Committee, which consent shall not be unreasonably withheld.

8.2 No site may be used for any professional or business purposes, unless recommended by the Committee and approved by the Local Authority.

9. **MANAGER**

9.1 The Committee may appoint a Manager and/or employees on such terms, conditions and remuneration as they in their absolute discretion may deem fit. Such Manager will accept responsibilities as determined by the Committee and will report directly to the relevant portfolio member(s) of the Committee.

9.2 Members may not, in any circumstances, interfere with the Manager in the execution of his duties as laid down by the Committee from time to time.

10. **LETTING**

The member may let or part with occupation of his erf provided:

10.1 That no such letting and/or parting with occupation shall in any way release the member from any of his obligations to the Home Owners' Association.

10.2 That as a condition precedent to any such letting and/or parting with occupation, the member shall secure from the Lessee, or the person to whom occupation is given, as the

case may be, an undertaking in favour of the Home Owners' Association that such lessee or person shall duly observe all such regulations and conditions as are contained herein and which may be reasonably considered as being applicable to a lessee. Such undertaking shall be in terms as the Committee of the Home Owners' Association shall from time to time require.

- 10.3 The Committee reserves the right to brief any occupant for the communication of the regulations.

11. MAINTENANCE

- 11.1 The member shall at all times at his own expense maintain the buildings on his erf, including without limitation all electrical wiring and fittings, plumbing installations and apparatus and all fittings whatever in good and sound order and repair and in a thoroughly clean, tidy and tenable condition and shall be responsible for all maintenance, repairs and replacements of whatever nature, including, without limitation, all painting, repairs and if necessary, the clearing of any blockages of drains, sewers, plumbing and sanitary equipment and connections and the maintenance and replacement thereof and all repairs and renovations to the erf of whatever nature, the Home Owners' Association having no liability therefore.
- 11.2 Where any dispute arises as to whose liability it is to maintain any portion of the property, such dispute shall be determined by the Committee of the Home Owners' Association and the decision of the Committee shall be final and binding on the parties to the dispute.
- 11.3 Should the member refuse to effect any repairs and/or renovations after 14 days of being instructed to do so by the Home Owners' Association, the Home Owners' Association may effect such repairs and/or renovations and claim the cost thereof from the member.
- 11.4 No structural alterations or additions to the water, gas, sewerage, electric conduits or plumbing may be effected without the written consent of the Home Owners' Association having been previously obtained and subject to the Architectural Design Manual (Annexure B).
- 11.5 Members shall ensure that their sewerage system and waste water drains are hygienic and meet Local Authority requirements.

12. INSURANCE

That notwithstanding the provisions of the Share Block Control Act in regard to the liability of the members to take out insurance, It shall be the member's responsibility to effect his own Insurance in respect of the contents of and of the buildings on his erf and to pay all Insurance premiums in respect thereof. The specific requirements with regard to thatched dwellings in para 4 above should be noted.

13. RIGHTS AND OBLIGATIONS OF THE HOME OWNERS' ASSOCIATION

- 13.1 It shall be the duty of the Home Owners' Association at Its own expense:
- 13.1.1 To maintain In good order and repair and in clean and tenantable condition the roads, buildings, recreation facilities, lawns, pathways and all such other portions of the property which are not reserved for the exclusive use of the member;
 - 13.1.2 To effect such insurances over and in respect of the property not reserved for the exclusive use of members against damage in accordance with any relevant resolutions passed by the members of the Home Owners' Association from time to time at general meetings of the Home Owners' Association and to renew such policies.
- 13.2 The Home Owners' Association shall not be responsible for the repair and renovation of any portion of the property reserved for the exclusive use of the member, unless the Committee determine otherwise.
- 13.3 The Home Owners' Association shall at all times, through its servants, be entitled to inspect any erf occupied by a member and if dissatisfied with the condition thereof, it may call upon the member to carry out the obligations imposed upon him by the terms of this agreement. Should the member fail to maintain the said erf in good order and condition, the Home Owners' Association shall, after 14 (fourteen) days written notice to the member, be entitled without prejudice to any other rights it may have, to put the same into good order and condition at the expense of the member and to recover from the member any expenditure thereby incurred.
- 13.4 Any agent or workmen shall be permitted on any erf on the said property at any reasonable hour of the day if authorised by the Committee or Manager to examine or effect repairs to the said property.
- 13.5 The Home Owners' Association shall not be responsible for any loss, damage or injury which the member's visitors or any person occupying the erf through or at the instance of the member, which the member may sustain on the erf or in or about the Home Owners' Association property by reason of any act whatsoever, or neglect on the part of the Home Owners' Association or the Home Owners' Association servants, nor shall the Home Owners' Association be responsible for any loss, damage or injury of any description which the member or such other person may sustain by reason of the property or the buildings on the erf at any time falling into a defective state, or by reason of any repairs, renovations and/or maintenance work to the rest of the property which are effected by the Home Owners' Association or by the occupant thereof, or by reason of such repairs, renovations and maintenance work to the rest of the property.
- 13.6 No liability shall result upon the Home Owners' Association for any Interruption or failure of the electrical and/or other services to the property, irrespective of the cause thereof, or for any consequential damage the member may incur by reason of such failure or Interruption.

“Annexure B – Architectural & Landscape Conditions”

1. Introduction:

This design manual replaces the existing Annexure “B” of the Glengariff Home Owners Constitution Manual and Share Block Constitution. This manual allows for individual choice in the design process whilst still retaining, overall control of building activities to ensure architectural guidelines and residential development plans can be monitored in a stricter manner.

In order for the Glengariff Home Owners Association (GHOA) and Glengariff Share Block Company, to maintain control of building activities, the (GHOA) / Glengariff Share Block committee, which represents both shareholders and free title holders, will have the right to make reasonable suggestions, changes, approve or reject submitted building plans.

All property owners will be required, as part of their purchase agreement, to abide by this code and to submit all designs to the standing committee for approval prior to commencing any building or structural changes including roof structural maintenance work. All procedures and requirements for submissions are detailed further in this document. No deviations will be allowed once plans are approved. If any deviations are required from the original approved plans due to circumstances whilst construction is taking place, revised drawings need to be submitted to the GHOA and a letter stating the reason for these changes is required. The relevant municipality will also require this information in order to process final approval or issue an occupational certificate.

No Transfer on property will be allowed if any transgression on building compliance is found. This applies to any property found to have been built over boundary or building lines.

GHOA/ Share Block committee has the right to accept or reject any plans submitted based on this design manual. The GHOA / Share Block committee’s decision is final and binding.

The GHOA/ Glengariff Share Block Company may make further amendments to this manual but this must be accepted by way of majority vote at the AGM / Special General Meeting called by the chairman of the committee.

This manual is an addition to the National Home Builders Regulations Council (NHBRC) and Great Kei Municipality Regulations and Architectural and Landscape conditions. This manual will override any items already included in the Architectural and Landscaping conditions and for all amended versions of the building rules of the Glengariff constitution. This manual must be followed in accordance to the Town Planning Act and in accordance with the rezoning of Farm 723 Glengariff and the sub-division of Farm 723 Glengariff and the sub-division of sub-division of Farm 723 Glengariff.

This manual will be enforced as of the date “30 April 2011” however any historic misconduct prior to this date will not bear any forceful act by the Glengariff Home Owners Association. It is advisable that all homeowners ensure their homes comply with the National Building Regulations and any properties which do not have approved municipal plans in their entirety should approach the Responsible Municipality directly in order to comply with the National Building Regulations. The Glengariff Home Owners Association and the Glengariff Share Block Company cannot be held liable for any claims for non- compliance to the National Building Regulations. The sale of any property which does not have approved building plans in their entirety for all buildings on the property will not be allowed.

2: Architectural Theme and Building Type:

There is no theme recommended by this document but it is left to the discretion of each individual home owner to identify their specific needs. This document will however outline the type of structure and minimum requirements and specifications.

- 2.1 Large Monolithic structures will not be allowed
- 2.2 All structures on site must be linked by one common foundation and roof forming a single structure.
- 2.3 It will not be allowed for plots to be joined and structures built across existing boundary lines.
- 2.4 Due to the high density of houses at Glengariff, the development does not accommodate the construction of properties clearly accommodating more than 2 families, with a maximum of 6 people living permanently in one home.
- 2.5 Rehabilitation of houses older than 60 years need to apply to the Historical Society of South Africa for approval, before any restoration or reconstruction of that property may be considered. It is the responsibility of the owner to investigate the age of the existing property if they suspect the structure is in this category.
- 2.6 All buildings which have existing Asbestos Roofing or rainwater goods, in the event of replacement must have an approved person to handle and dispose of this product as laid down in the South African Health and Safety act.
- 2.7 Additions to existing homes which have been built previously allowing for future extensions or additions but must fall below the maximum site coverage will be allowed to apply for special consideration only if dated plans of the proposal can be supplied to the committee showing any deviations from this document, however this will only be considered on special request and is at the sole discretion of the committee to approve or disapprove the planned submission in accordance to the rules of this document.

3: Planning requirements:

A committee member may sit on the committee as a member if they are in the process or intend to undertake any building, alterations or any structural changes to their own properties, however it will be enforced and recorded in the minutes that they may not take part in the decision making process or try and influence any decision in the approval process. This is to eliminate any bias interpretation of the approval or disapproval process and any further subsequent conditions or instructions which may be put forward to the person intending to build.

3.1 Building Lines:

The following Building Lines are to be strictly adhered to

Street Boundaries	1.5 m minimum
Side Boundaries	1.5 m minimum
Rear Boundaries	1.5 m minimum

Site Coverage

50% maximum eg: 500 SQM site = 250 SQM New constructions & on plots of 400 SQM + as per National Building Regulations.

Existing properties below 400 SQM will be considered individually, however the rules as per Maximum foot print of 50% will still apply.

Dwelling, including all covered areas.

The area of the first story is limited to a maximum of 1/3 of the gross lower floor enclosed area. This ground floor area can include roofed patios and gazebos which are connected to the main building.

Total Basement area is limited. Not to extend beyond footprint of ground floor and may not project more than 500mm from FGL.

Minimum dwelling size

No Minimum dwelling size has been specified

All building operations may not commence unless surveyed boundary markers are visible and home owners can validate that a qualified land surveyor has placed these boundary pegs in position. No new buildings or additions to existing buildings may commence if the correct boundary pegs are not visible. This is applicable to all areas of Glengariff. No construction may commence unless plans have been approved by the Great Kei Municipality / Municipal authority of the time or subsequent permission has been granted by this authority. All approvals by the authorities must be submitted to the committee before construction commences.

3.2 Height Restrictions:

- 3.2.1 The maximum of the apex of the roof will be 5m from the highest natural surveyed point of any erf, however the maximum height of 0.5m for the First Floor Level (FFL) will be allowed above the surveyed highest natural Ground Level of the Erf.
- 3.2.2 The use of existing roof areas as a loft with dormer-type windows will be allowed to enhance views, however consideration to privacy must be considered. No modifications or extensions to existing roof areas other than using existing roof areas as a loft will be allowed.
- 3.2.3 No Dwellings on stilts will be allowed.
- 3.2.4 The restriction on height should be taken into account as consideration for neighboring home owners must be given at all times, so dwellings are designed in such a way to enhance the views of all home owners. Aesthetics must be considered as per the Town Planning Act.

4: Building Plans:

Building plans should be submitted in two stages, i.e. firstly Sketch plans (marked SP on the following list) and Final Building Plans (marked FBP on the following list), must be submitted to the GHOA separately. A nominal scrutiny fee will be payable to the GHOA and must be submitted with the working drawings. Approval of the plans will not be given without the payment of the fee. The amount for the fee will be determined by the GHOA Executive and may be revised without notice. The plans are to be on A3 paper for ease of filing.

The following payments to be made by the contractor at the start of construction.

A Building performance Deposit will be paid to the Glengariff Home Owners Association (Deposit) to be held in trust (free of interest). The deposit amount will be used in the event there is a breach of conduct in any way by the contractor. Refer to general Guidelines for the Damage.

A further monthly builder's levy will be payable to the Glengariff Home Owners Association during the construction period.

The above- mentioned payments are subject to escalation at a minimum rate of 10% p.a. and may be reviewed at any time at the discretion to Builders Levy amount.

- 4.1 All plans are to be submitted in triplicate. The committee will keep one copy for record purposes which will be stored with the administrators.
- 4.2 Only after the committee has considered the sketch plans will the committee advise the person to proceed with full working drawings which must be in triplicate and in colour.
- 4.3 Only full working drawings may be submitted once the sketch plans have been approved. One sketch plan must accompany the working drawings. The remaining two will be returned to the person submitting the drawings for signatures from neighbors.
- 4.4 Signatures of abutting neighbors are only required on the plans to note they were informed prior to the committee approving or disapproving the plans.
- 4.5 Signatures of neighbors must appear on all submission plans and only then will the committee sign and give authorization to the Great Kei Municipality to process the drawings.
- 4.6 All signatures must be identifiable with the signatures full name, erf / house number and date when signed.
- 4.7 Any objections to plans approved by the committee may only be lodged to Great Kei Municipality.
- 4.8 The GHOA committee and its members cannot be held accountable on its decision to approve or disapprove plans on any grounds as all plans will be scrutinized only in accordance to the rules in this document.

4.12 Plan Requirements:

All drawings must show the following before any plans will be checked:

- 4.12.1 Copy of registered erf Diagram
- 4.12.2 1:200 Site Plan showing –
- 4.12.3 Site Dimensions in meters – surveyed and verified by certified Surveyor.
- 4.12.4 All building lines and servitudes
- 4.12.5 Levels and contours of the site
- 4.12.6 All buildings on the sketch, both existing and proposed.
- 4.12.7 All street names
- 4.12.8 North arrow
- 4.12.9 Setting out dimensions of building relative to the site
- 4.12.10 Driveways, position of street lights and drainage plan

- 4.12.11 Calculated areas in terms of coverage % first floor and second floor.
- 4.12.12 Yard position
- 4.12.13 Overlaid roof plan indicating flat roofs
- 4.12.14 Service connections
- 4.12.15 Extent of openings
- 4.12.16 Overlaid roof plan indicating flat roofs as percentage of pitched roof
- 4.12.17 Position of garage
- 4.12.18 1:100 Plans showing all
- 4.12.19 Floor to ceiling heights, including lofts, mezzanines, basements, overall height to roof apex.
- 4.12.20 All elevations, including retaining walls, terraces.
- 4.12.21 All relative sections to describe the construction of the building.
- 4.12.22 Heights of eaves
- 4.12.23 Roof pitch and description
- 4.12.24 Windows and doors description
- 4.12.25 All walls description
- 4.12.26 Extent of balconies, verandahs, pergolas, etc.
- 4.12.27 Shutters, burglar proofing.
- 4.12.28 Landscape plan with soft and hard landscape and description thereof.
- 4.12.29 All other fittings or structures affecting the external appearance of the building must be noted for approval.

5 Management of site during construction:

- 5.1 The various contractors and their staff only may enter the site; they are limited to their construction site and may not wonder around the complex. The main contractor or his site foreman must be on site at all times to oversee the workmen and is responsible for their conduct.
- 5.2 Site ablution facilities must be erected on site prior to construction commencing.
- 5.3 No person may interfere or gain access to any site unless they have received permission from the owner or the main contractor. This is based on the National Health and Safety act.
- 5.4 No mixing of mortar or concrete on the roadways.
- 5.5 No litter will be tolerated and the natural vegetation must be re-habilitated on completion of the project.
- 5.6 All sites must be cleared of all builders' rubble on completion.

- 5.7 Working hours in the complex will be no earlier than 07h00 and no later than 18h00 on normal week days, over weekends from 08h00 until 14h00 on Saturdays, with no noisy construction where machinery is used is to be done during these hours. No construction may take place on Sundays and Public Holidays. Contractors or their staff who contravene these regulations will be fined and may be dismissed from the site.
- 5.8 A site occupancy document with these rules must be signed by the contractor prior to commencing on site.
- 5.9 The Glengariff Home Owners Association (GHOA) committee will review plans every two weeks according to a predetermined roster. All plans submissions must be made at least two days prior to the review date. Additional fees will be charged for any re-submissions that may occur. All review meetings will be closed to applicants. A consultation with either the review architects or project landscape architects will be charged for at current rates set by their respective councils. The decision of the GHOA is final. A summary of contractor's code of conduct in respect of site establishment, site access and security in terms of the approved codes will be made available on request and must be incorporated in the relevant tender documentation.
- 5.10 No Phasing of construction will be allowed for the approved plans which have been submitted; all construction must be completed for any dwelling within 12 months, from when the contractor takes possession of the site until final completion. This is due to plans only being valid for a 12 month period as they do expire if extensions are not approved by the authorities.
- 5.11 No penalty clause will be introduced to develop individual sites from date of purchase of vacant land, however once construction takes place the building must be completed within the 12 month period or penalties for late completion will be enforced. See Builders levy.

6: Building Elements:

6.1 Boundary and Retaining Walls

- 6.1.1 Generally no boundary walls are permitted other than those plots existing on the outer boundary and masonry walls would enhance the existing wire fencing security.
- 6.1.2 Any masonry boundary wall as mentioned above must have a minimum height of 1.8m.
- 6.1.3 Planting as a screen for privacy to common boundaries is encouraged, only indigenous shrubs and bushes will be allowed. Maximum height 1.2m and must be maintained by the owners or it will be removed.
- 6.1.4 No precast post and slat fencing (Vibacrete) will be permitted.
- 6.1.5 Low fences with maximum of 1.2m will become mandatory for keepings dogs inside owners yards or **alternatively an electronic boundary device must be put in place to control owner's pets**. This will be allowed only with the permission of GHOA, however this will be restricted to owners keeping dogs permanently at Glengariff and subsequently they will have to remove these fences if they no longer keep their dogs. This restriction will be monitored on a yearly basis and owners who lease out premises to tenants will have to ensure that tenants comply.
- 6.1.6 Retaining Walls for terracing or for stabilizing ground must be planted with approved indigenous vegetation and is subject to review by the GHOA.

6.2 Walls:

- 6.2.1 Face brick, Clinker or plastered masonry walls will be permitted.
- 6.2.2 Framed walling will only be permitted around dormer windows if plastered to assimilate plastered masonry.

6.3 Windows and Doors:

- 6.3.1 The use of precast concrete frames will not be permitted.
- 6.3.2 The use of portal type windows for gable ends in roof lofts will be permitted but limited to these areas only.
- 6.3.3 Window and door finishes to be any of the following; PVC, Aluminum, hardwood painted or varnished in neutral or light colours to frames and sub frames to owner's choice. No primary or bright colours will be permitted.
- 6.3.4 Fold away / stack away doors / sliding doors not exceeding 4m in any one opening may be used on verandahs and courtyards.

6.4 Burglar bars, Security gates and Alarm Systems :

- 6.4.1 The GHOA has made allowance for nominal security measures for insurance purposes which should complement the architectural theme, thus allowing owners the choice of alarm systems, burglar proofing and security gates.
- 6.4.2 No external burglar bars will be permitted.
- 6.4.3 All metal work to security bars and gates must not be highly visible from the outside and should be galvanized and painted or powder coated.
- 6.4.4 Properties with monitored armed response and alarm systems must inform the GHOA so appropriate measures can be made if owners are not available.

6.5 Tiled roofs:

- 6.5.1 Major Roofs to be clay or concrete tiles from the following ranges; Coverland Range.
- 6.5.1 Roof colour to be limited to natural through colour or classic green.
- 6.5.2 Major Roof pitches no less than 17 degrees and less than 20 degrees to guarantee minimum impact on views of surrounding home owners.
- 6.5.3 All fixing applications as per SANS fixing application category B semi exposed area.
- 6.5.4 Roofs should be ideally hipped type to reduce impact on views of surrounding home owners and to enhance the look of homes.
- 6.5.5 Verandahs and lean too roofs which pitch is below 17 degrees requires boarding and recommended manufacturers specifications must be followed.

6.6 Flat Roofs:

- 6.6.1 Major Roofs designed as a flat roof must have "Torch On " waterproofing with stone chip finish. No Silver finishes will be allowed.

- 6.6.2 Parapet walls must conceal all flat roofs and corbelling must project 300mm above the finished roof, “Easy Flash” to be used to seal off parapets, no unsightly membranes which are allowed to degrade will be permitted.
- 6.6.3 Small flat roofs are permitted to link the major roofs; however correct drainage and roofing practice must be followed.

6.7 Thatched Roofs:

No new thatched roofs will be permitted as they are a fire risk to existing homes and due to the high density of the lower section. Thatched homes require a 5m building line as per the National Building Regulations. All existing homes which have thatch may only make repairs to the existing roof. If the covering is to be replaced this must be done with another roof covering if the owner wishes to replace this at any stage. The Glengarriff Share Block Company and Home Owners Associations will be indemnified by any claim for damages caused by fire spreading from any property which has either a thatched roof or lapa. Owners of properties who have existing thatch will bear full responsibility of legal claims in the event of fire arising from their properties. The indemnity forms attached to this document indemnifying the Share Block Company and Home Owners Association against liability claims.

6.8 Sheeted Roofs:

- 6.8.1 No Corrugated iron roof which will rust will be permitted.
- 6.8.2 Only 0.8mm 406 Aluminum Clip Lock or Zinc alum roofing will be allowed. Only continuous sheets with no joins along length will be allowed.

6.9 Big Six Sheeting:

- 6.9.1 No Big six sheeting will be allowed on Major new roofs.
- 6.9.2 The product will be allowed to replace existing asbestos sheeting as per the National Building regulations and Health and safety act.
- 6.9.3 It may be used on roof pitches down to 10 degrees on outbuildings and additions to existing buildings which may have asbestos to match.
- 6.9.4 The product must be painted.

7 Rainwater goods:

- 7.1.1 As part of water conservation all new buildings must install on site water storage.
- 7.1.2 A Storm water management plan must be submitted with the building design.
- 7.1.3 A minimum of 1 x 5000L water tank must be installed on site prior to construction and to supplement and conserve water. Tanks are to be concealed behind wall screens, planting, or buried under ground.
- 7.1.4 All existing home owners will be given one year from the date of this manual being approved to have at least one 5000L water tank on their property to supplement the water supply.

7.2 Chimneys, Fireplaces and Braais:

- 7.2.1 Wood burning fire places and braais will be permitted.
- 7.2.2 All chimneys to be within restricted height limits.

- 7.2.3 Braais not attached to main buildings may not exceed 1.2m in overall height and may not be attached by an extended roof or lapa at any stage unless approval by GHOA and proper municipal plans have been approved.

7.3 Decks and Terraces:

- 7.3.1 Timber Decks supported with poles will be permitted.
- 7.3.2 No Roofing will be permitted to decks or terraces if not connected to the main building.
- 7.3.3 Balustrading on decks, verandahs, terraces to be timber, masonry, stainless steel or aluminum, with infill according to owners taste. Heights to be no less than 1m.
- 7.3.4 Glazing fixed to balustrading to be in accordance to safety glass specifications.

7.4 Driveways:

Driveways to be finished in the following;

- 7.4.1 Clay Brick pavers – no mixed patterns , neutral pastel colours
- 7.4.2 Pre- cast concrete pavers – no mixed patterns , neutral pastel colours
- 7.4.3 Concrete natural or pre mixed natural oxide.

7.5 Storm Water Drainage:

- 7.5.1 Each home owner is required to submit a storm water management plan for overflowing pipes from water tanks.

7.6 Wash-lines:

All wash- lines to be kept in an acceptable condition at all times.

7.7 Pools:

- 7.7.1 No pools will be permitted in areas without secure fencing or walls around them.
- 7.7.2 No future pools will be allowed unless they have their own water supply which is not linked to the main water supply in Glengariff.
- 7.7.3 Temporary plastic / PVC pools will not be permitted.

7.8 Aerials & Satellite Dishes:

Where possible all aerials and satellite dishes should be concealed. Aerials may not extend passed the apex of the roof where possible, however leniency to poor reception areas may be accepted in existing areas using aerials. No further extensions to aerials will be allowed.

7.9 Exterior Lighting:

- 7.9.1 All exterior lighting to be unobtrusive and confined to the limits of each individual property. Lighting should not be positioned directly onto neighboring properties.
- 7.9.2 The use of Energy saving lights or solar lighting is advised.

8 Other Elements:

- 8.1.1 All waste and soil pipes will be concealed within walls or ducts not to be exposed to exterior.
- 8.1.2 Solar Panels for water heating are encouraged, however they should be installed as inconspicuous as possible, either flush-mounted on roofs or fixed to walls.
- 8.1.3 Boats and Caravans must be stored out of sight on owner's properties.
- 8.1.4 Gas bottles and other mechanical equipment must be integrated in the design of the building. Not to be obtrusive.

9 Planting:

- 9.1 No Alien or exotic plants will be permitted.
- 9.2 No trees of any kind which grow in excess of height restrictions will be permitted. Tree felling and pruning must be undertaken by authorized persons.
- 9.3 The planting of at least 3 indigenous shrubs is encouraged and is subject to the approval of the GHOA.
- 9.4 Indigenous trees must be maintained by the owners who have planted them.

CONSTITUTION

OF GLENGARIFF HOME OWNERS ASSOCIATION:

ANNEXURE C: PROCEDURE AT MEETINGS AND POWERS OF COMMITTEE

1. GENERAL MEETINGS

- 1.1 The Home Owners' Association shall hold Its first Annual General Meeting within (18) eighteen months after the date of its incorporation and shall thereafter in each year hold an annual General Meeting within 6 (six) months after its financial year end.
- 1.2 A General Meeting of the Home Owners' Association shall be held at such time and place as determined by the Committee.
- 1.3 A member shall be entitled to appoint a proxy to attend and speak and, on a poll, to vote on his behalf, at any General Meeting.

2. NOTICE OF GENERAL MEETINGS

An Annual General Meeting and a meeting called for the passing of a special resolution shall be called by not less than 21 (twenty-one) clear days notice In writing, and any other General Meeting may be called by not less than 14 (fourteen) clear days notice in writing. Notice may also be served via e-mail should the member have provided an e-mail address for official communications from the HOA. The notice shall be exclusive of the day on which it is posted or deemed to be served and of the day for which it is given, and shall specify the place, the day and the hour of the meeting and shall be given in the manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the General Meeting, to such persons as are entitled to receive such notices from the Home Owners' Association; provided that a meeting of the Home Owners' Association shall, notwithstanding the fact that it is called by shorter notice than that specified In this document, be deemed to have been duly called if it is so agreed by a majority in number of members having a right to attend and vote at the meeting, being a majority holding not less than 75% (seventy-five per cent) of the total voting rights of all the members present.

3. PROCEDURE AT GENERAL MEETINGS

- 3.1 The Annual General Meeting shall deal with and dispose of all matters prescribed by the notice, including the consideration of the annual financial statements, the election of a Committee and the appointment of an Accounting Officer, and may deal with any other business laid before it. All business laid before any other General Meeting shall be considered special business.

- 3.2 No business shall be transacted at any General Meeting unless a quorum of members is present at the time when the meeting proceeds to business. Save as herein otherwise provided, 35% (thirty-five per cent) of members present in person or by proxy shall be a quorum.
- 3.3 If within half an hour after the time appointed for the meeting a quorum is not present, the meeting, if convened by or at the request of members, shall be dissolved and in any other case it shall stand adjourned to a day not earlier than 7 (seven) days and not later than 21 (twenty-one) days after the date of the meeting and if at such adjourned meeting a quorum is not present within half an hour after the time appointed for the meeting, the members present in person or by proxy shall be a quorum.
- 3.4 Where a meeting has been adjourned as aforesaid, the Home Owners' Association should, upon a date not later than 3 (three) days after the adjournment, send a written notice to each member of the Home Owners' Association stating:
- 3.4.1 the date, time and place to which the meeting has been adjourned;
 - 3.4.2 the matter before the meeting when it was adjourned; and
 - 3.4.3 the grounds for the adjournment.
- 3.5 The Chairman of the Home Owners' Association or a Committee Member shall be the Chairman of such meeting and, failing any Committee Member, the members present may elect a Chairman.
- 3.6 The Chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting at which the adjournment took place.
- 3.7 At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is (before or on the declaration of the result of the show of hands) demanded by the Chairman, or by any member or his proxy having the right to vote at such a meeting and, unless a poll is so demanded, a declaration by the Chairman that a resolution has, on a show of hands, been carried or carried unanimously or by a particular majority or negated, and an entry to that effect in the book containing the minutes of the proceedings of the Home Owners' Association shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against such resolution. The demand for a poll may be withdrawn.
- 3.8 If a poll is duly demanded, it shall be taken in such a manner as the Chairman directs and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. Scrutineers shall be elected to determine the result of the poll.
- 3.9 In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place, or at which a poll is demanded, shall not be entitled to a second or casting vote.
- 3.10 A poll demanded on the election of a Chairman or on a question of adjournment, shall be taken forthwith, a poll demanded on any other question shall be taken at such time as the Chairman of the meeting directs. The demand for a poll shall not prevent the continuation

of a meeting for the transaction of any business other than the question upon which the poll has been demanded.

4. **PROXIES**

- 4.1 The Instrument appointing a proxy shall be in writing under the hand of the appointer or of his agent duly authorised in writing, or, if the appointer is a body corporate, under the hand of an officer or agent authorised by the body corporate. A proxy need not be a member of the Home Owners' Association. The holder of a general or special power of attorney, whether he is himself a member or not, given by a member, shall be entitled to attend meetings and to vote, if duly authorised under that power to attend and take part in the meetings.
- 4.2 The proxy must be in such form that it is acceptable to the Home Owners' Association.
- 4.3 A member may not appoint more than 1 (one) proxy for any meeting.
- 4.4 A proxy shall be deposited at the offices of the Home Owners' Association not less than 1 (one) hour before the time appointed for the holding of a General Meeting at which such person or persons proposes to vote.
- 4.5 A vote cast or act done in accordance with the terms of a proxy form shall be deemed to be valid notwithstanding the previous death, insanity, or any other legal disability of the person appointing the proxy, or the revocation of the proxy, or the transfer of a share in respect of which the proxy was given, unless notice as to any of the abovementioned matters shall have been received by the Home Owners' Association at its offices or by the Chairman of the meeting at the place of the General Meeting if not held at the offices of the Home Owners' Association, before the commencement of the General Meeting or adjourned General Meeting at which the vote was cast or the act was done or before the poll on which the vote was cast.

5. **COMMITTEE MEMBERS**

- 5.1 It is noted that the Committee is essentially a co-operative forum formed between Glengariff Enterprises Phase 1 Shareblock (Pty) Ltd and the Home Owners Association for the purpose of the Administration & Management of the resort. The composition of the Committee should accordingly reflect this.
- 5.2 The Committee will accordingly consist of at least one of the Directors of Glengariff Enterprises Phase 1 Share Block (Pty) Ltd and other members (Shareholders & Freehold title-holders) who are elected by the HOA members in General Meeting.
- 5.3 The number of Committee Members shall be determined by the General Meeting from time to time, but shall be not less than 5 (five) nor more than 10 (ten). A Committee member must be a member or spouse of a member of the Home Owners' Association. Nothing shall preclude both a member and his/her spouse serving on the Committee; however in such cases only one vote may be cast by the pair in respect of decisions to be taken by the Committee – ie the spouse of the member will not be eligible to vote.

- 5.4 The Committee shall have power from time to time to appoint a member to the Committee to fill a casual vacancy or as an additional Committee Member.
- 5.5 The remuneration of the Committee shall from time to time be determined by the Home Owners' Association In General Meeting.

6. POWERS AND DUTIES OF COMMITTEE MEMBERS

The business of the Home Owners' Association shall be controlled and managed by the Committee who may pay all expenses incurred in promoting and incorporating the Home Owners' Association and may exercise all such powers of the Home Owners' Association as are not by this Constitution required to be exercised in General Meeting, or as may be prescribed by the Home Owners' Association in General Meeting; but no Resolution prescribed by the Home Owners' Association in General Meeting shall invalidate any prior act of the Committee which would have been valid if such Resolution had not been made.

7. BORROWING POWERS

The Committee may not, without the sanction of a General Meeting, borrow funds, nor mortgage or in any other way encumber its property or issue debentures, debenture stock or other securities whether outright or as security for any debt, liability or obligation of the Home Owners' Association.

8. RULES

The Committee may make rules for the general conduct of the resort. These rules shall be in force from the date the Committee makes the Resolution and shall be tabled at the next subsequent General or Special Meeting for approval.

9. MINUTES AND MINUTE BOOKS

The Home Owners' Association shall cause minutes to be kept:

- 9.1 of all appointments of officers
- 9.2 of names of the Committee Members present at every meeting of the Committee; and
- 9.3 of such proceedings at all meetings of the Committee and of the General Meetings.

Such minutes shall be signed by the Chairman of the meeting at which the proceedings took place or by the Chairman of the next succeeding meeting.

10. DISQUALIFICATION OF COMMITTEE MEMBERS

The office of a Committee Member shall be vacated if the Committee Member is prohibited from being or is removed as or is disqualified from acting as a managing member, or gives notice to the Home Owners' Association of his resignation as a Committee Member with effect from the date stipulated in such notice, or absents himself from meetings of the Committee for 2 (two) consecutive months without special leave of absence from the other Committee Members who resolve that his office shall be vacated, provided that this provision shall not apply to a Committee Member who is represented by an alternate who does not so absent himself. Nothing in this Constitution shall prevent a General or Special Meeting from removing any Committee member by a majority vote. This section applies to all Committee members including Directors of the Shareblock Company.

11. **PROCEEDINGS OF COMMITTEE**

- 11.1 The Committee may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be decided by a majority of votes. In the event of any equality of votes the Chairman shall have a second or casting vote. A Committee Member may, and the secretary on the requisition of a Committee Member shall, at any time convene a meeting of the Committee.
- 11.2 A Committee Member shall not vote in respect of any contract or proposed contract with the Home Owners' Association in which he is interested, or any matter arising therefrom, and if he does so vote his vote shall not be counted. However, it shall be incumbent upon every Committee Member to declare his interest in any contract to be debated by the Committee.
- 11.3 A quorum necessary for the transaction of the business of the Committee, shall be not less than 3 (three) and if there are more than 6 (six) members, 51% of the number of Committee Members shall form a quorum.
- 11.4 Subject to the provisions of the Committee, a resolution in writing, signed by all the Committee Members, shall be as valid and effectual as if it had been passed at a meeting of the Committee duly convened and held. Such resolutions shall be deemed to be a minute of the Committee meeting and recorded at the next meeting of the Home Owners' Association.
- 11.5 The Committee may elect a Chairman of their meetings and determine the period for which he is to hold office, but if no such Chairman is elected or if at any meeting the Chairman is not present within 5 (five) minutes after the time appointed for holding the same, the members present may elect one of their number to be Chairman of the meeting.
- 11.6 The Committee Members may delegate any of their powers to Committees consisting of such member or members of their body as they think fit. Any Committee so formed shall, in the exercise of the powers so delegated, conform to any rules that may be imposed on it by the Management Committee.
- 11.7 A Committee may meet and adjourn as it thinks fit.
- 11.8 All acts done by any meeting of the Committee shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Committee Member or person acting as aforesaid or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and were qualified

to be a Committee Member.

12. ACCOUNTING RECORDS AND ANNUAL FINANCIAL STATEMENTS

- 12.1 The Home Owners' Association shall keep or arrange to be kept In one of the official languages of the Republic all accounting records that are required or necessary to enable them to compile financial statements which will indicate the financial state of affairs of the Home Owners' Association at any given time.
- 12.2 The said financial statements must be approved by the Committee and must enable the Accounting Officer to report to the members in terms of his appointment.

13. ACCOUNTING OFFICER

- 13.1 The members shall appoint an Accounting Officer In terms of the Close Corporations Act.
- 13.2 The Accounting Officer of the Home Owners' Association shall be required to report to the Home Owners' Association on the financial statements, as prepared and approved by the Committee.

14. NOTICES

- 14.1 A notice may be given by the Home Owners' Association to any member either personally, or by sending it by post in a prepaid letter addressed to such member at his registered address, or (If he has no registered address in the Republic) at the address (if any) within the Republic supplied by him to the Home Owners' Association for the giving of notices to him, or by sending it via e-mail if he has provided an e-mail address for the receipts of HOA communications.
- 14.2 Whenever a notice is to be given in terms of Clause 14.1 above, the notice may be given by the Home Owners' Association to the Joint holders of an erf by giving the notice to the joint holder named first in the register In respect of the erf.
- 14.3 Whenever a notice is to be given personally or sent by post, the notice may be given by the Home Owners' Association to the persons entitled to notice in consequence of the death or insolvency of a member, or by sending it through the post in prepaid letter addressed to them by name, or by the title of representatives of the deceased, or trustees of the insolvent or by any like description, at the address (If any) in the Republic supplied for the purpose by the persons claiming to be so entitled, or (until such address has been so supplied) by giving the notice in any manner in which the same might have been given if the death or insolvency had not occurred.
- 14.4 A notice of every General Meeting shall be given in any manner authorized.
 - 14.4.1 to every member of the Home Owners' Association except, In the case of notices to be given personally or sent by post, those members who (having no registered address within the Republic) have not supplied to the Home Owners' Association an address within the Republic for the giving of notices to them;
 - 14.4.2 to every person entitled to a share in consequence of the death or insolvency of

a member who, but for his death or Insolvency, would have been entitled to receive notice of the meeting; and

14.4.3 to the Accounting Officer for the time being of the Home Owners' Association.

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

14.5 Any notice by post shall be deemed to have been served at the time when the letter containing the same was posted, and in proving the giving of the notice by post, it shall be sufficient to prove that the letter containing the notice was properly addressed and posted.

14.6 A notice given to any member shall be binding on all persons claiming on his death or on any transmission of his interests;

14.7 The signature to any notice given by the Home Owners' Association may be written or printed, or partly written and partly printed;

14.8 When a given number of days notice is required to be given, the day of postage shall not be counted in such number of days or period;

15. **INDEMNITY**

15.1 Every officer or employee or Accounting Officer of the Home Owners' Association shall be indemnified out of the funds of the Home Owners' Association by the members of the Committee in the event of such officer or employee being sued or charged in any Court in connection with his office or his duties as any employee;

15.2 The above is subject to an Attorney certifying to the Committee that the prospect of success in a civil action is reasonable;

15.3 In respect of a criminal action, that an Attorney certifies to the Committee that the prospects for success in mitigation of sentence is reasonable, having regard to the offences and the negligence/liability of the officer/employee