

**CONSTITUTION
OF THE
WITTEBERG PRIVATE NATURE RESERVE
HOMEOWNERS ASSOCIATION**

in terms of Western Cape Ordinance 15 of 1985 Section 29



2014-03-06

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0. INTRODUCTION

The Witteberg Private Nature Reserve resort development is located in the Magisterial District of Laingsburg. It is about midway between Touws River and Laingsburg and southwest of Matjiesfontein in the heart of the Witteberg Mountains.

The provincial Anysberg Nature Reserve borders the reserve on the southeastern side for about four kilometres.

Other adjacent land uses consist of a mixture of extensive commercial farming, lifestyle farms, game farms and nature conservation areas.

The Developer obtained approvals from all applicable government departments for this unique, small-scale resort development. Copies of these approval documents are included in Annexure A.

The Witteberg Private Nature Reserve offers a unique opportunity for up to 15 investors; 12 subdivided full-title Resort Zone II plots for holiday homes and 3 Resort Zone I clusters with a total of 12 holiday homes distributed across them (6, 1 and 5 respectively).

Many indigenous mammals, birds, reptiles and other species occur on the property, but the main objective is the conservation of the fynbos of the Witteberg.

The total property size is about 4365-hectares.

Each Resort Zone II stand is 250 m² in size and they are widely distributed across the property. Three of the 12 Resort Zone II stands have historic homes on them intended for restoration. The remaining nine stands are for new holiday homes.

One of the 3 Resort Zone I clusters, namely Cluster 2, also has a historic cottage located thereon. The other eleven Resort Zone I holiday units will be spread across two clusters with Cluster 1 having 6 and Cluster 3 having 5 new holiday units.

Each new holiday home can be up to 120 m² in size. The limits on the size of the stands and the holiday homes are according to the Western Cape Resort Development Guidelines.

The remainder of the property is zoned as Open Space III (nature reserve).

The 15 owners will all be members of the Homeowners Association who will be the owner of the common property zoned as Open Space III (nature reserve), including all infrastructure located thereon such as central resort facilities, staff accommodation, museum, the central water supply system and the private roads and trails.

CapeNature recommended registration as a Contract Nature Reserve, which application is in process. This puts the property under the control of the Protected Areas Act, Act 57 of 2003, which ensures unprecedented support for the conservation objectives. CapeNature will remain involved in the operational phase of the Witteberg Private Nature Reserve, as a Contract Nature Reserve under their conservation stewardship programme. As a registered Contract Nature Reserve, the property will not have to pay municipal rates and taxes. The Operational Phase Environmental Management Plan is to be drawn-up in conjunction with CapeNature in terms of the ongoing biodiversity management aspects and the specific requirements contained in the Protected Areas Act.

Central resort facilities will include a swimming pool, office, reception and a meeting venue.

The Developer will restore the historic school building as museum. It will focus on the cultural-historic aspects of the property (Elandskloof) and the Witteberg area.

The Homeowners Association will manage the common nature reserve property on behalf of the members.

Existing infrastructure and preparatory work already completed include the following ten items:

1. A four-bedroom manager's residence.
2. Three staff apartments – two 2-bedroom units and one one-roomed unit.
3. A tandem garage for four vehicles and a workshop.

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4. The water supply system for the entire resort. There are four boreholes equipped with solar pumps, 80-kilolitre water storage tanks and a 6-km pipeline running through the central valley. The water has been analysed by the SABS and meets the specifications for household use and human consumption.
5. A shed providing undercover storage for equipment and materials needed for the operation of the resort.
6. Renewable electricity systems for the staff accommodation units.
7. The public road that crossed the property was de-proclaimed and closed. This allows access control, resulting in enhanced security. Servitudes are registered against title deeds for six properties whose owners have to traverse the reserve for access to their respective properties.
8. All internal fences were removed to allow free movement of indigenous animals.
9. About 300 alien trees, shrubs and other plants were cleared from the property.
10. The 48 km of 4x4 mountain trails provide access to all areas of the property.

The staff complex and central resort facilities will be located close together to facilitate the operation and administration of the resort. These are far away from holiday home sites so as not to cause disturbance near any holiday home.

Heritage Western Cape approved the restoration of all historic homes in principle. Buyers of historic homes must submit detailed restoration plans to Heritage Western Cape for approval.

New Resort Zone II holiday homes are to have three-bedrooms and are to be built according to the plans based on the approved architecture.

Eleven new holiday homes are to be built on two of the Resort Zone I clusters. Cluster 1 will have 2 two-bedroom units and 4 one-bedroom units. Cluster 3 will have 2 two-bedroom units and 3 one-bedroom units. Both these types of holiday homes have pre-approved plans based on the approved architecture.

Construction activities must ensure that environmental damage does not occur or is minimised. The Construction Phase Environmental Management Plan contains requirements that all contractors appointed by the Developer or Buyers of holiday homes will have to agree and adhere to throughout the duration of their contract. The Developer will be responsible for ensuring adherence to the Construction Phase Environmental Management Plan.

Each of the 15 owners are allocated an occupancy quota or bed-quota which will limit the number of occupants in their units. This quota will determine their monthly levy allocation for the operation and maintenance of the common property. It will also determine the number of votes each member has.

The resort will be protected against future expansion by the condition that further subdivisions and additional development are prohibited. This condition will be included in the title deed of the nature reserve.

Officials of the Western Cape Department of Environmental Affairs & Development Planning will have to be allowed access to the property at all reasonable times for the purpose of assessing and/or monitoring compliance with the conditions contained in the environmental authorisation.

An entrance gate with an access control system will be constructed and all homeowners, staff and servitude holders will have to adhere to the access control system.

All project staff will be housed in existing staff accommodation units during their stay on the property.

Construction of holiday homes, related infrastructure and the central resort facilities will commence once the Developer has sold units off plan. Construction of the central resort facilities and related infrastructure will continue in parallel with the construction of new holiday homes and the renovation of historic buildings.

Historic buildings already have water supply laid-on, as well as sewerage systems installed, both ready for connection. For new buildings, infrastructure in terms of water supply from the central water supply system and grey water processing, will be provided by the Developer just prior to the commencement of building operations on each site. The related infrastructure will therefore be phased-in as and when required at new building sites.

The Developer remains ultimately responsible for the entire resort development, the implementation of the Construction Phase EMP and ensuring that all the conditions in the Environmental Authorisation issued by the Department of Environmental Affairs and Development Planning, as well as conditions imposed by other organs of state, are adhered to by all concerned.

The layout of the resort per the approved Site Development Plan is attached in Annexure B.

1. DEFINITIONS

In this constitution, unless the context indicates to the contrary, the following words and expressions shall have the following meanings:

- 1.1. "architectural guidelines" means the architectural guidelines and controls embodied in Annexure C hereto in respect of the development approved by all relevant government authorities, as amended from time to time.
- 1.2. "association" means the Witteberg Private Nature Reserve Homeowners Association registered with the Laingsburg Municipality in terms of Western Cape Ordinance 15 of 1985 Section 29
- 1.3. "auditors" means the auditors appointed by the developer during the construction phase or by the trustees at any time subsequent to the construction phase.
- 1.4. "chairperson" means the chairperson for the time being of the board of trustees appointed in terms of clause 13.
- 1.5. "common property" means the whole of the area zoned as Open Space III and all improvements thereon, including any access roads and/or right of access by virtue of servitude, but excluding the 12 subdivided erven zoned as Resort Zone II and the 3 clusters zoned as Resort Zone I (for which subdivision has been applied for).
- 1.6. "constitution" means the constitution of the ASSOCIATION (together with all annexures thereto) approved by the Laingsburg Municipality in terms of Section 29 of the Land Use Planning Ordinance No. 15 of 1985 and any amendments thereto effected in terms of this constitution.
- 1.7. "construction phase" means the period from the establishment of the ASSOCIATION until all 12 Resort Zone II erven and all 3 Resort Zone I clusters within the development area have been sold and transferred by the developer, all of the holiday homes of the registered owners have been renovated or constructed and the developer notifies the ASSOCIATION in writing that the development has been completed.
- 1.8. "council" means the Laingsburg Municipality and its successors in title.
- 1.9. "developer" means Keissies Kannaland Boerdery Beleggings CC (Registration No CK1994/019058/23) and includes its successors in title or assigns.
- 1.10. "developer trustee" means a trustee appointed by the DEVELOPER.
- 1.11. "development area" consists of all the areas defined in the approved Site Development Plan attached in Annexure B.
- 1.12. "erf" means any of the 12 subdivided Resort Zone II erven or any of the 3 Resort Zone I clusters of the DEVELOPMENT AREA and includes all improvements thereon, where applicable.
- 1.13. "facilities" means all and any facilities or amenities of whatever nature that may be provided within the DEVELOPMENT AREA and forms part of the COMMON PROPERTY.
- 1.14. "financial year" means the financial year of the ASSOCIATION, running from the first day of March in each year until the last day of February in the following year.
- 1.15. "levy" means the levy or levies referred to in clause 6.
- 1.16. "reserve manager" means the Reserve Manager appointed by the DEVELOPER or TRUSTEES from time to time in terms of clause 29.
- 1.17. "member" means a member of the ASSOCIATION.
- 1.18. "member trustee" means a trustee appointed by the members.
- 1.19. "minutes" means the minutes of a general meeting or a TRUSTEES' meeting, as the context may indicate.

- 1.20. "operational phase" means the period after the CONSTRUCTION PHASE has lapsed and the development has been completed.
- 1.21. "registered owner" means a registered owner of a subdivided ERF zoned as Resort Zone II or a cluster zoned as Resort Zone I.
- 1.22. "reserve" means the resort development comprising the whole of the DEVELOPMENT AREA, including the 12 Resort Zone II erven, the 3 Resort Zone I clusters and the Open Space III nature reserve area, which is the COMMON PROPERTY.
- 1.23. "review committee" means, until the CONSTRUCTION PHASE has lapsed, the DEVELOPER and the architect appointed by the DEVELOPER acting alone, and after such period a committee of at least three persons appointed by the TRUSTEES.
- 1.24. "services" means such utilities and amenities as may be provided by or on behalf of the ASSOCIATION for the REGISTERED OWNERS and/or residents within the RESERVE.
- 1.25. "trustees" means the trustees of the ASSOCIATION consisting of the DEVELOPER TRUSTEES and/or MEMBER TRUSTEES.

2. INTERPRETATION

In this CONSTITUTION:

- 2.1. the Introduction section and the clause headings are for convenience only and shall be disregarded in the interpretation of this CONSTITUTION.
- 2.2. unless the context clearly indicates a contrary intention:
 - 2.2.1. the singular shall include the plural and vice versa;
 - 2.2.2. a reference to any gender shall include the other genders;
 - 2.2.3. a reference to natural persons shall include juristic persons and vice versa.
- 2.3. words and expressions defined in any clause shall have the defined meaning in that and subsequent clauses, unless provided to the contrary.
- 2.4. when any number of days is prescribed in this CONSTITUTION, it shall be calculated exclusive of the first and inclusive of the last day, unless the last day falls on a Saturday, Sunday or public holiday in the Republic of South Africa, in which event the last day shall be the next succeeding day that is not a Saturday, Sunday or public holiday.
- 2.5. where figures are referred to in numerals and words, the words shall prevail in the event of a conflict between the two.
- 2.6. if any provision of this CONSTITUTION is in conflict or inconsistent with any law of the Republic of South Africa, the invalidity of any such provision shall not affect the validity of the remainder of the provisions of this CONSTITUTION.
- 2.7. if any provision in any definition in this CONSTITUTION is a substantive provision conferring rights or imposing obligations on any of the members, then, in such an event, effect shall be given to it as if it were a substantive provision in the body of the CONSTITUTION.
- 2.8. the annexures to this CONSTITUTION are deemed to be incorporated into and to form a part of this CONSTITUTION.
- 2.9. all references to the Companies Act is in respect of procedural and accounting matters of the ASSOCIATION only and should be read with any changes required by the context.

3. COMMENCEMENT DATE AND STATUS

3.1. The ASSOCIATION will be established as a legal persona in accordance with Section 29 of the Land Use Planning Ordinance No 15 of 1985 prior to the registration of the first transfer of an ERF in the RESERVE to a third party other than the ASSOCIATION or the DEVELOPER and the simultaneous transfer of the COMMON PROPERTY to the ASSOCIATION.

3.2. Pursuant to its CONSTITUTION the ASSOCIATION shall:

3.2.1. be a legal entity and exist independently of its members;

3.2.2. enjoy perpetual succession;

3.2.3. 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 this CONSTITUTION;

3.2.4. not operate for profit for the benefit of the members;

3.2.5. no MEMBER in his personal capacity shall have any right, title or interest to or in the funds or assets of the ASSOCIATION which shall vest in and be controlled by the TRUSTEES.

4. OBJECTIVES AND RESPONSIBILITIES OF THE ASSOCIATION

4.1. It is recorded that the development of the RESERVE is of a homogenous nature and that notwithstanding the fact that members hold title to their erven individually the ASSOCIATION, through its TRUSTEES, shall have all the powers that are necessary to accomplish the fulfilment of all objectives of the ASSOCIATION, including, but not limited to the powers specifically contained in this CONSTITUTION.

4.2. The ASSOCIATION shall have the following objectives:

4.2.1. to act as a Home Owners Association established in terms of Section 29 of Land Use Planning Ordinance 15/1985 for the resort being developed on the DEVELOPMENT AREA, and in particular to ensure that the matters referred to in Section 29(2)(b) and (c) of Land Use Planning Ordinance 15 of 1985 be adhered to and complied with;

4.2.2. to enter into agreements of servitude in its favour for the benefit of its members;

4.2.3. to manage, oversee and control all access control measures and security aspects of the RESERVE;

4.2.4. to enter into agreements for the provision of SERVICES, inter alia including garbage removal services, housekeeping services and laundry services to the ASSOCIATION and where required to supply such SERVICES to the members of the ASSOCIATION;

4.2.5. to administer and enforce the ARCHITECTURAL GUIDELINES and Controls;

4.2.6. to control the registration of transfer of erven in the RESERVE and ensure compliance within the RESERVE with all conditions imposed by the various government authorities regarding the DEVELOPMENT AREA.

4.2.7. the general promotion of the RESERVE;

4.2.8. managing the financial affairs of the ASSOCIATION soundly to keep levies payable by members as low as possible;

4.2.9. any income earned through any means, such as commission earned on bookings handled on behalf of any MEMBER or members, or the letting out of the staff accommodation when not in use, should be used to supplement the levies payable by members;

4.2.10. the protection of the flora and fauna on the COMMON PROPERTY, particularly the fynbos of the Witteberg and the natural environment thereof.

4.3. The ASSOCIATION shall be responsible to ensure compliance, implementation, and enforcement, in respect of the RESERVE, of any condition imposed by any authority in terms of any applicable law. To this end it is recorded that an Environmental Management Plan ('EMP'), in terms of the applicable legislation and record of decision of the Department of Environmental Affairs, has been prepared by the DEVELOPER and approved by the relevant statutory bodies for the CONSTRUCTION PHASE of the development, to be strictly complied with by the Members of the ASSOCIATION. Salient terms have been included in this CONSTITUTION and a copy of the EMP is attached in Annexure E. The OPERATIONAL PHASE EMP will be prepared in conjunction with CapeNature as part of the registration of the COMMON PROPERTY as a Contract Nature Reserve, which registration has been approved in principle by the relevant authorities. As such, the COMMON PROPERTY will be subject to the Protected Areas Act, Act 57 of 2003.

4.4. Without limiting the generality of 4.2.1 to 4.2.10, the ASSOCIATION shall have the following powers and functions:

4.4.1. The responsibility to maintain, repair, improve and keep in good order and condition the COMMON PROPERTY and the responsibility for the payment of all rates and taxes, all SERVICES, charges and other taxes and/or levies charged and payable to the COUNCIL or any authority in respect of the COMMON PROPERTY and/or for payment of the salaries and/or wages of the employees of the ASSOCIATION and generally for the payment of all expenses necessarily or reasonably incurred in connection with the management of the ASSOCIATION, and the ASSOCIATION'S affairs, including all and any expenses reasonably or necessarily incurred in the attainment of the objects of the ASSOCIATION or the pursuit of its business.

4.4.2. The right to impose levies upon the members of the ASSOCIATION for the purpose of meeting all the expenses which the ASSOCIATION has incurred or to which the TRUSTEES reasonably anticipate the ASSOCIATION will incur in the attainment of the objects of the ASSOCIATION or the pursuit of its business.

4.4.3. To ensure that all provisions of this CONSTITUTION are complied with by all members/parties bound thereby.

4.4.4. To promote, advance and protect the RESERVE, the environment and the interests of the ASSOCIATION and all members.

4.4.5. Responsible for the clearing and maintenance of all firebreak zones around all erven as well as around buildings and other infrastructure on the COMMON PROPERTY;

4.4.6. The appointment of the RESERVE MANAGER and in conjunction with the RESERVE MANAGER, the appointment of other resident full-time staff or casual workers.

4.5. The responsibility for the management and control of the COMMON PROPERTY shall be transferred from the DEVELOPER to the ASSOCIATION upon transfer of the first ERF in the RESERVE. The DEVELOPER will however remain obliged and responsible to complete the development programme in accordance with the conditions of approval imposed by the relevant authorities.

5. MEMBERSHIP OF THE ASSOCIATION

5.1. Membership of the ASSOCIATION shall be compulsory for every REGISTERED OWNER of an ERF in the RESERVE.

5.2. Membership shall commence together with registration of transfer of an ERF into the name of the transferee.

5.3. Membership of the ASSOCIATION shall be limited to the 15 REGISTERED OWNERS of erven in the RESERVE provided that:

5.3.1. the DEVELOPER shall be deemed to be and shall be a MEMBER of the ASSOCIATION during the CONSTRUCTION PHASE;

5.3.2. where any such REGISTERED OWNER is more than one person, all the REGISTERED OWNERS of the ERF

shall be deemed jointly and severally to be one MEMBER of the ASSOCIATION and shall nominate one of them to represent them and to vote at meetings of the ASSOCIATION;

5.3.3. When a MEMBER ceases to be the REGISTERED OWNER of an ERF, he shall ipso facto cease to be a MEMBER of the ASSOCIATION, save for the DEVELOPER who shall remain a MEMBER of the ASSOCIATION during the CONSTRUCTION PHASE.

5.4. The rights and obligations of the members shall rank in accordance with the provisions of this CONSTITUTION.

5.5. Anything to the contrary hereinbefore contained or implied notwithstanding, the cessation of his membership shall in no way release a MEMBER from any obligation undertaken by him prior to the cessation of his membership pursuant to:

5.5.1. any provision of the CONSTITUTION of the ASSOCIATION; or

5.5.2. any further or ancillary guarantee, commitment or obligation which such MEMBER may have undertaken.

5.6. Membership shall be personal to the natural persons or entities in question and may not be assigned or transferred by them to any other natural person or entity.

5.7. The ASSOCIATION shall maintain at their office a register of members, which shall be open to inspection by members.

5.8. The TRUSTEES may by regulation provide for the issue of a membership certificate, which certificate shall be in such form as may be described by the TRUSTEES;

5.9. The TRUSTEES may by regulation further prescribe appropriate application documentation including inter alia the following:

5.9.1. an application to register as a MEMBER of the ASSOCIATION;

5.9.2. an undertaking by a proposed MEMBER to comply with all the obligations imposed on members in terms of the CONSTITUTION, including adherence to the provisions of the EMP, which undertaking must be signed by the proposed MEMBER and deposited with the ASSOCIATION prior to the ASSOCIATION issuing a clearance certificate or consent to transfer a unit or ERF in favour of such a proposed MEMBER from any existing member, provided always that this paragraph will not apply in respect of the transfer or alienation by the DEVELOPER of an ERF in favour of a proposed member.

5.10. The REGISTERED OWNER of an ERF shall not be entitled to resign as a MEMBER of the ASSOCIATION.

5.11. Every MEMBER is obliged to comply with:

5.11.1. the provisions of this CONSTITUTION and the provisions of the EMP, as well as any rules or regulations passed by the ASSOCIATION in terms hereof;

5.11.2. the provisions of the ARCHITECTURAL GUIDELINES and Controls and such rules as may be imposed by the ASSOCIATION;

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

5.11.4. any directive given by the TRUSTEES in enforcing the provisions of this CONSTITUTION;

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

5.11.6. The members shall be jointly liable for expenditure incurred in connection with the ASSOCIATION. If a MEMBER consists of more than one person such persons shall be jointly and severally liable in solidum for all obligations of a MEMBER in terms of this CONSTITUTION;

5.11.7. A MEMBER shall not sell, alienate or give transfer of an ERF unless:

5.11.7.1. the proposed transferee has irrevocably bound himself to become a MEMBER of the ASSOCIATION and to observe the provisions of the CONSTITUTION and EMP for the duration of his ownership of the ERF;

5.11.7.2. the ASSOCIATION acting through the TRUSTEES or the RESERVE MANAGER has issued a prior written clearance that all outstanding levies and all amounts of whatever nature owing to the ASSOCIATION by such MEMBER have been paid and that the MEMBER is not in breach of any of the provisions of this CONSTITUTION or the EMP;

5.11.7.3. the proposed transferee acknowledges that upon the registration of transfer of the ERF into his name, he shall ipso facto become a MEMBER of the ASSOCIATION;

5.11.7.4. the conditions set out above are incorporated in the relevant Deed of Sale in terms whereof the transferee acquires the ERF in question;

5.11.7.5. For the avoidance of doubt it is recorded that the provisions of this clause do not apply to the DEVELOPER, that there will be no restriction whatsoever on the ability of the DEVELOPER to pass transfer of any ERF and that accordingly the DEVELOPER does not need a clearance certificate from the ASSOCIATION before it will be entitled to alienate or transfer any ERF to any person or entity.

5.11.9. A MEMBER is required to ensure that the occupant of his ERF, whether such occupation arises from an agreement of lease or otherwise, complies with all applicable provisions of this CONSTITUTION, the EMP and the regulations. Without detracting from the foregoing the MEMBER shall remain bound by this CONSTITUTION notwithstanding such occupation and be jointly and severally liable for the acts and omissions of the occupant and for fulfilling his obligations under this CONSTITUTION.

5.11.10. To ensure compliance with Clause 5.11.9 each MEMBER shall, if it leases out any home in the RESERVE:

5.11.10.1. enter into a written lease with the tenant in which the tenant is required to accept compliance with the estate rules issued by the ASSOCIATION, and to give an undertaking that he will abide by such rules, and in which the tenant is required to report to the ASSOCIATION and register his full details for security reasons prior to the taking of occupation;

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

6. LEVIES AND TRUST FUNDS

6.1. The ASSOCIATION shall establish and maintain a LEVY fund for the purposes of meeting all expenses of the ASSOCIATION in respect of:

6.1.1. the control, management and administration of the RESERVE, including specifically weeding programs to control alien vegetation and implementation of the OPERATIONAL PHASE of the EMP generally;

6.1.2. the attainment of its main objects as described in this CONSTITUTION;

6.1.3. the maintenance of COMMON PROPERTY and the costs of SERVICES and their maintenance such as electricity, water and sewerage consumed or used on the COMMON PROPERTY;

6.1.4. the supply of any SERVICES rendered by the ASSOCIATION;

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

6.1.6. the costs of the provision of access control and security to the COMMON PROPERTY;

6.1.7. in general the cost of fulfilling any of the obligations of the ASSOCIATION;

6.1.8. to act as bulk supplier to the RESERVE in respect of the SERVICES referred to in 9 below.

6.2. The TRUSTEES shall estimate the amount which will be required by the ASSOCIATION to meet the expenses referred to in 6.1 during each year, together with such estimated deficiency, if any, as shall result from the preceding year and may include in such estimate an amount to be held in reserve to meet anticipated future expenditure not of an annual nature;

6.3. The ASSOCIATION shall be entitled to require members, in accordance with the procedures set out in 6.4 below, to make contributions to such LEVY fund (in the form of levies), for the purposes of satisfying the expenses referred to in clause 6.1.

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

6.4.1. The levies for the first year of membership as determined by the DEVELOPER and listed in Annexure F shall be payable to the ASSOCIATION by members on or before taking transfer of their ERF;

6.4.2. Thereafter the TRUSTEES shall submit the estimated expenditure referred to in 6.2 to the annual general meeting of the ASSOCIATION for consideration. It is recorded that:

6.4.2.1. the meeting shall be obliged to approve the following items of expenditure that are charged to the ASSOCIATION by outside third parties:

6.4.2.1.1. all rates and taxes payable by the ASSOCIATION to the local authority in respect of the COMMON PROPERTY, as well as any service charges payable by the ASSOCIATION to the local authority in respect of the RESERVE;

6.4.2.1.2. the costs of the maintenance of the DEVELOPER's nominated access control system, including monitoring and surveillance;

6.4.2.1.3. the fee payable to a RESERVE MANAGER with whom the ASSOCIATION has entered into an agreement and any other salaries or wages for full-time, part-time or casual staff.

6.4.2.2. The ASSOCIATION shall have a discretion in regard to approval of the level of SERVICES regarding the COMMON PROPERTY, and the cost thereof, which the ASSOCIATION requires in respect of e.g. cleaning, gardening, general maintenance, etc.

6.4.3. The ASSOCIATION shall have its annual general meeting at least 60 days prior to the financial year end of the ASSOCIATION and, subject to 6.4 above, decide on proposed levies and the amounts to be charged to members in respect thereof.

6.5. The ASSOCIATION may, from time to time by a resolution adopted by the TRUSTEES, make special levies upon members effective from the date of passing of the applicable resolution in respect of such expenses referred to in clause 6.1 which have not been included in the levies approved by the annual general meeting in terms of 6.4, and such levies may be imposed and shall be payable in one sum or by such instalments and at such time or times as the TRUSTEES may determine in its resolution. The decision of the TRUSTEES in calculating such special levies shall be final and binding on all members.

6.6. Any amount due by a MEMBER by way of a LEVY shall be a debt due by him to the ASSOCIATION payable on such time or times as determined by the TRUSTEES. The TRUSTEES may determine that a LEVY is payable annually in advance in respect of the year for which it is calculated or in such monthly instalments as it may determine.

6.7. Until such time as a new LEVY pertaining to a forthcoming year has been determined pursuant to the provisions of this clause 6 above, every MEMBER of the ASSOCIATION shall continue to pay the existing LEVY currently in force, on account of the new LEVY yet to be determined.

6.8. The obligation of a MEMBER to pay a LEVY shall cease upon his ceasing to be a member, save that he shall remain liable for all levies calculated up to the date upon which he ceases to be a member.

6.9. No levies paid by a MEMBER shall be repayable by the ASSOCIATION upon cessation of the member's membership.

6.10. A member's successor in title to an ERF shall be liable, as from the date upon which he becomes a MEMBER pursuant to registration of transfer of such ERF in his name, to pay the levies attributable to that ERF.

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- 6.11. A MEMBER shall be obliged to pay interest on any LEVY not paid on the due date at the Prime Rate calculated on the levies due from time to time from the due date until the date that the arrear levies have been paid in full to the ASSOCIATION.
- 6.12. The ASSOCIATION shall be entitled to require a MEMBER to sign a debit order authority to allow the ASSOCIATION or its authorised agent to collect levies directly from an operating bank account.
- 6.13. If any MEMBER fails to make payment on due date of levies and/or other amounts payable by such MEMBER including interest, the ASSOCIATION may give notice to such MEMBER requiring him to remedy such failure within such period as the ASSOCIATION may determine and should he fail timeously to make such payments, the ASSOCIATION may institute legal proceedings against such MEMBER without further notice and such MEMBER will be liable for and shall pay all legal costs on the scale as between attorney and own client together with collection commission and any other expenses and charges incurred by the ASSOCIATION in recovering such amounts.
- 6.14. No MEMBER shall (unless otherwise determined by the TRUSTEES) be entitled to any of the privileges of membership until he shall have paid every LEVY and interest thereon and any other amount which may be due and payable by him to the ASSOCIATION, including:
- 6.14.1. his right of access to and use of any of the COMMON PROPERTY;
- 6.14.2. his right to vote.
- 6.15. The ASSOCIATION shall not be entitled to undertake on behalf of its members any permanent works of a capital nature without the sanction of a resolution of the members adopted during a general meeting of members.
- 6.16. In calculation of the LEVY payable by any member, the TRUSTEES shall apportion those costs relating to the COMMON PROPERTY to the owners of all erven according to their occupancy quota or bed-quota as per Annexure D.
- 6.17. The ASSOCIATION may come to agreement with the DEVELOPER for the repayment by the ASSOCIATION to the DEVELOPER of ongoing costs or expenses incurred by the DEVELOPER for the provision of SERVICES to the owners.
- 6.18. The TRUSTEES may enter into an agreement or agreements with the DEVELOPER for the provision of equipment to the ASSOCIATION in lieu of levies.
- 6.19. Should any dispute arise at any time between the members and the TRUSTEES in regard to the determination or calculation of the levies, the decision of the AUDITORS for the time being of the ASSOCIATION (acting as experts and not as arbitrators) in regard to such dispute shall be final and binding on the members and the TRUSTEES.
- 6.20. In the event of any dispute arising in regard to the determination or calculation of any LEVY, every MEMBER shall until the determination of such dispute continue to pay the levies determined by the TRUSTEES.
- 6.21. Special Trust Funds initiated by the DEVELOPER as part of the resort development approval through a contribution by every MEMBER at the time of the first transfer of an ERF as listed in Annexure F, with interest accumulating to the funds, shall be administered by the TRUSTEES in accordance with the documented intent and purpose of such Trust Funds, being:
- 6.21.1. Ecological Trust Fund to be used exclusively for the control of alien vegetation on the property and other ecological matters;
- 6.21.2. Employment Creation & Training Trust Fund to be used exclusively for training and the creation of employment opportunities related to tourism in the municipal districts of Laingsburg and/or Touws River and, where possible, will be to the benefit of the ASSOCIATION such as housekeeping services, laundry services, soap-crafting services and ecological services;
- 6.21.3. Road Maintenance Trust Fund to be used exclusively for the extraordinary maintenance of roads and trails within the property in the event of major flood damage and for ensuring passage by servitude holders for access to their respective properties only when maintenance cannot be funded from the normal operational account.

6.22. Every MEMBER shall, upon becoming a MEMBER and simultaneous with the transfer of his property into his name at the Deeds Office, **provided it is the first time the property is transferred into the name of any purchaser other than the DEVELOPER**, pay his contribution to the trust funds mentioned in clauses 6.21 per Annexure F.

6.23. An Infrastructure Fund will be established for the construction and completion of the following infrastructure on the COMMON PROPERTY by the DEVELOPER:

6.23.1. Central facilities building intended to house the ASSOCIATION's office, reception, meeting venue, swimming pool, garbage store room and laundry room for use by MEMBERS and resident staff, with accompanying solar electric system(s);

6.23.2. Restoration of the historic school building as a museum;

6.23.3. Extension of the water supply pipeline to those new erven where required;

6.23.4. Concrete drifts at several places along the main road serving the erven;

6.23.5. Soak-aways located on the COMMON PROPERTY for new holiday homes.

6.23.6. RESERVE entrance building with an automatic motorised gate, solar electric system, guard room and appropriate signage.

6.24. Every MEMBER shall, upon becoming a MEMBER and simultaneous with the transfer of his property into his name at the Deeds Office, **provided it is the first time the property is transferred into the name of any purchaser other than the DEVELOPER**, pay his contribution to the Infrastructure Fund mentioned in clause 6.23 per the contribution listed in Annexure F.

6.25. Each member's contribution to the Infrastructure Fund was determined by the DEVELOPER, who will administer the fund and supplement the fund if underestimated. If overestimated, the balance of the fund after completion of the construction of the infrastructure items listed in 6.23 above, will be handed over to the ASSOCIATION for use as described in clauses 6.26, 6.27 and 6.28.

6.26. The TRUSTEES shall cause all monies received by the ASSOCIATION to be deposited to the credit of an account or accounts with a registered financial institution in the name of the ASSOCIATION and, subject to any direction given or restriction imposed at a General Meeting of the ASSOCIATION, such monies shall only be withdrawn for the purpose of payment of the expenses of the ASSOCIATION or investment in terms of 6.27.

6.27. Any funds not immediately required for disbursements may be invested in a savings or similar account with any registered financial institution approved by the TRUSTEES from time to time.

6.28. Interest on monies invested per clause 6.27 shall be used by the ASSOCIATION for any lawful purpose.

7. ENTRENCHED PROVISIONS

7.1. The DEVELOPER has a continuing and permanent interest to ensure that certain basic provisions are entrenched during the CONSTRUCTION PHASE to ensure the success of the development of the RESERVE. Accordingly none of the following provisions of articles 7.1.1 to 7.1.4 (both inclusive) may be deleted or varied in any way in terms of this CONSTITUTION, without the prior written consent of the DEVELOPER during the CONSTRUCTION PHASE:

7.1.1. the ASSOCIATION may register, where necessary, various service servitudes across the COMMON PROPERTY in favour of the ASSOCIATION and its members;

7.1.2. no MEMBER shall be entitled to object to the subdivision and/or development of any part of the DEVELOPMENT AREA provided that such subdivision and/or development is not inconsistent with the Site Development Plan approved by the relevant authorities for that part of the DEVELOPMENT AREA, nor shall they be entitled to object to any such new development.

7.1.3. ownership of an ERF does not confer any right, including that of access, in respect of property owned by the DEVELOPER;

7.1.4. the members acknowledge and agree that the DEVELOPER, its successor/s in title and its employees have certain rights, including rights of access across the COMMON PROPERTY.

8. RESPONSIBILITY FOR PAYMENT OF RATES, TAXES AND SERVICES

8.1. RATES AND TAXES:

8.1.1. The ASSOCIATION shall be responsible to pay all rates and taxes in respect of the COMMON PROPERTY to the COUNCIL;

8.1.2. All members as owners of erven, shall be responsible to pay rates and taxes in respect of their property to the COUNCIL.

8.2. SERVICES:

The responsibility for payment of SERVICES and the method of service supplies shall be as regulated in clause 9 below.

9. SERVICES

9.1. WATER SUPPLY:

9.1.1. Water will be supplied to all members and to the COMMON PROPERTY from the central water supply system located on the COMMON PROPERTY.

9.1.2. The management and maintenance of the complete internal water supply system will be the responsibility of the ASSOCIATION and all supplies of water will be managed and administered in the entire discretion of the ASSOCIATION.

9.1.3. For some erven, the water supply has already been laid on to the boundary of the ERF. The DEVELOPER shall install the infrastructure for the water supply to the boundary of the remaining erven from the Infrastructure Fund. The ASSOCIATION will be responsible for the cost of maintenance and servicing of pipelines, pumps, metres, central storage tanks, equipment and materials in respect of the central water supply system on the COMMON PROPERTY.

9.1.4. Each MEMBER is required to install 20-kilolitre rainwater storage capacity on his ERF for the collection and storage of rainwater, plus his own water filtering system and pressure pump.

9.1.5. Water from the central water supply system will be used to automatically supplement rainwater at each ERF when required. To facilitate this, prescribed rainwater tanks are to be used at each ERF.

9.1.6. The members of the ASSOCIATION shall be liable for and shall pay to the ASSOCIATION on demand all charges arising from water supplied to their ERF from the central water supply system.

9.1.7. The liability of members of the ASSOCIATION for such water charges shall be in accordance with separate meters serving the erven of members, which the DEVELOPER shall supply.

9.1.8. The ASSOCIATION will be entitled to charge interest at the Prime Rate plus 3 percentage points on any charges payable by a MEMBER in terms of this clause 9 which interest will be calculated from the due date on the balance of the charges owing from time to time until it has been paid in full.

9.2. ELECTRICITY:

9.2.1. There is no grid connection serving the RESERVE.

9.2.2. Members are responsible for installing their own solar power (solar water heating and solar electricity systems), as approved for the development.

9.2.3. The DEVELOPER has to approve all solar electricity systems in writing.

9.2.4. Members will be responsible for the operation and maintenance of their own solar power systems.

9.2.5. The ASSOCIATION will be responsible for the operation and maintenance of the solar power systems on the COMMON PROPERTY.

9.2.6. The cost incurred by the ASSOCIATION in respect of 9.2.5 above shall be covered by members as part of the levies imposed by the ASSOCIATION.

9.3. SECURITY, COMMUNICATIONS and TV:

9.3.1. The ASSOCIATION shall be responsible for the maintenance of access control and security systems such as automatic gates and surveillance systems, an internal private frequency radio communication system for use by the ASSOCIATION, the provision of TV signals to the staff housing units within the COMMON PROPERTY and telephony and data services for use by the ASSOCIATION.

9.3.2. It is recorded that the DEVELOPER will provide the access control and surveillance system at the entrance gate to the RESERVE and that the DEVELOPER shall be responsible for access control to the RESERVE until expiry of the CONSTRUCTION PHASE, after which period the ASSOCIATION shall take over such responsibility.

9.3.3. All members of the ASSOCIATION shall be responsible for their own security on their erven and co-operate with the ASSOCIATION regarding the access control system at the entrance to the RESERVE.

9.3.4. All members of the ASSOCIATION shall be obliged to obtain the approval of the ASSOCIATION in writing for any security systems they wish to implement.

9.3.5. All members will be responsible for their own communications and TV services.

9.4. MAINTENANCE OF COMMON PROPERTY:

The on-going maintenance of the COMMON PROPERTY including landscaping and gardening shall be the responsibility of the ASSOCIATION. In this regard, the attention of members is drawn to the provisions contained in Clause 12 below, as it relates to the implementation of the EMP during both the CONSTRUCTION PHASE and the OPERATIONAL PHASE of the development.

9.5. SEWERAGE:

9.5.1. The ASSOCIATION will be responsible for the sewerage systems on the COMMON PROPERTY and for the maintenance of such systems (septic tanks and soak-away systems). The maintenance costs will be covered in the levies imposed by the ASSOCIATION.

9.5.2. Members whose erven have historic homes on them, have sewerage systems (septic tanks and soak-away systems) located on the COMMON PROPERTY which they can connect to and which will be maintained by the ASSOCIATION.

9.5.3. Members on whose erven new holiday homes will be built, are obliged to use prescribed dry composting toilets, grey water tanks and soak-aways for grey water. These soak-aways will be constructed by the DEVELOPER using funds from the Infrastructure Fund. The prescribed dry composting toilets and grey water tanks shall be for the account of the member.

9.6. PRIVATE ROADS:

9.6.1. All the roads within the RESERVE are private roads and the ASSOCIATION will be responsible for the maintenance of all the roads, including the mountain trails. The normal maintenance costs hereof will be covered by the levies imposed by the ASSOCIATION.

9.6.2. Several property owners to the south of the RESERVE have servitudes of passage through the COMMON PROPERTY, which servitudes require that the main private road through the central valley of the RESERVE be suitably maintained for the purpose. These servitudes are registered on the title deed of the COMMON PROPERTY.

9.6.3. In the event of major flood damage, funds from the Road Maintenance Trust Fund established in terms of clause 6.21.3 may be used.

9.7. GENERAL:

9.7.1. The ASSOCIATION shall have the right to convey water and any other SERVICES over any ERF or any portion of the COMMON PROPERTY and shall have the right of access to such premises for the purposes of installing, replacing and/or repairing such SERVICES.

9.7.2. The members of the ASSOCIATION will allow reasonable access to employees or representatives of the ASSOCIATION into buildings or over erven for purposes of maintaining any pipes or equipment or in general any of the systems necessary for the conveyance or provision of the SERVICES referred to above. Furthermore and without derogating from the aforesaid all members of the ASSOCIATION will be obliged to provide their co-operation and to allow reasonable access to employees or representatives of the ASSOCIATION to enable them to install, implement and maintain any pipes or other modes of conveying of the SERVICES referred to above.

10. ARCHITECTURAL GUIDELINES AND CONTROLS

10.1. The ARCHITECTURAL GUIDELINES and Controls constitute an integral part of this CONSTITUTION. It is recorded that the ARCHITECTURAL GUIDELINES and Controls contain the procedures, requirements and guidelines to be adhered to by every MEMBER who wishes to effect construction, improvements or alterations to or undertake any renovation of any ERF or dwelling house. The ARCHITECTURAL GUIDELINES and Controls that will be of force and effect are those contained in Annexure C hereto.

10.2. All improvements shall be of sound construction and shall comply with the provisions of the Architectural Guidelines and the applicable Controls contained in this CONSTITUTION;

10.3. No construction or erection of any improvements or alterations to and no renovation of any ERF that is undertaken by any party other than the DEVELOPER may commence prior to the due and proper approval of plans for such construction, improvements, alterations or renovation by both the REVIEW COMMITTEE and, where required, the local authority, in accordance with the following provisions:

10.3.1. the MEMBER shall submit to the REVIEW COMMITTEE for approval a full set of the proposed building plans or alteration plans which indicate both construction and design details;

10.3.2. the MEMBER shall be liable for payment of the reasonable cost of professional scrutinising and examination of such plans by the REVIEW COMMITTEE, if required;

10.3.3. after the approval of such plans by the REVIEW COMMITTEE the plans shall be submitted to the local authority for approval. No plan shall be submitted to the local authority unless it bears the endorsement of approval of the REVIEW COMMITTEE, clearly dated, certifying that the plan complies with the ARCHITECTURAL GUIDELINES and Controls.

10.4. When effecting the construction, improvements, alterations or renovations contemplated in this Clause 10, the MEMBER shall at all times comply with the ARCHITECTURAL GUIDELINES and Controls, as well as all conditions and standards imposed by the local authority insofar as these may be additional to the provisions of the ARCHITECTURAL GUIDELINES and Controls. No MEMBER shall be entitled to deviate in any manner whatsoever from any plan approved by the REVIEW COMMITTEE and the local authority unless the prior written approval of both the REVIEW COMMITTEE and the local authority for such proposed deviation has been obtained.

10.5. No MEMBER shall be entitled to challenge or contest any of the provisions of the ARCHITECTURAL GUIDELINES and Controls. No application for the amendment of the ARCHITECTURAL GUIDELINES and Controls shall be made to the local authority unless prior written consent of the DEVELOPER in the CONSTRUCTION PHASE and thereafter the REVIEW COMMITTEE during the OPERATIONAL PHASE has been obtained thereto.

11. MANAGEMENT AND CONDUCT RULES (GENERAL)

11.1. The management and conduct rules of the ASSOCIATION constitute an integral part of this CONSTITUTION.

11.2. The management and conduct rules in force on establishment of the ASSOCIATION shall be those outlined in this CONSTITUTION.

11.3. Subject to this CONSTITUTION and to any restriction imposed or direction given at a general meeting of the ASSOCIATION and subject to any condition imposed by the local authority, the TRUSTEES may from time to time make management and conduct rules, and vary or modify these rules, in regard to:

11.3.1. the code of conduct applicable to the designated builder, contractors (including sub-contractors) and suppliers within the development or any building, construction or any other work carried on within the RESERVE;

11.3.2. the preservation of the natural environment, vegetation and fauna within the RESERVE including the right to control, and if necessary, order the removal of vegetation, and the right to prohibit the erection of fences and walls upon or within the boundaries of any erven;

11.3.3. the right to prohibit, restrict or control the keeping of any animal which they regard as dangerous or a nuisance;

11.3.4. the conduct of any persons within the RESERVE for the prevention of nuisance of any nature to any MEMBER;

11.3.5. the use of SERVICES and recreation areas, amenities and FACILITIES, including the right to charge a reasonable fee for the use thereof;

11.3.6. the maintenance of all buildings, outbuildings, structures, improvements of any nature and landscaping within the RESERVE;

11.3.7. the control of the number of occupants or residents permitted on any one ERF;

11.3.8. the admission of any person within the RESERVE, and the eviction of any person not entitled to be thereon;

11.3.9. the furtherance and promotion of any of the objects of the ASSOCIATION and/or for the better management of the affairs of the ASSOCIATION and/or for the advancement of the interests of the members and/or the residents within the RESERVE.

11.4. For the enforcement of any of the rules made by the TRUSTEES in terms of this Clause 11, or of any of the provisions of this CONSTITUTION generally, the TRUSTEES may:

11.4.1. give notice to the MEMBER concerned requiring him to remedy such breach within such period as the TRUSTEES may determine; and/or

11.4.2. take or cause to be taken such steps as they may consider necessary to remedy the breach of the rule or provision of which the MEMBER may be guilty, and debit the cost of so doing to the MEMBER concerned, which amount shall be deemed to be a debt owing by the MEMBER concerned to the ASSOCIATION; and/or

11.4.3. take such action including the imposition of a fine, or proceedings in court, as they may deem fit.

11.5. Should the TRUSTEES institute any legal proceedings against any MEMBER or resident within the RESERVE for the enforcement of any of the rights of the ASSOCIATION in terms hereof, the ASSOCIATION shall be entitled to recover all legal costs so incurred from the MEMBER or resident concerned, calculated as between attorney and client, including tracing fees and collection commission.

11.6. In the event of any breach of the rules by the members or any member's household or his guests or lessees, such breach shall be deemed to have been committed by the MEMBER himself, but without prejudice to the foregoing, the TRUSTEES may take or cause to be taken such steps against the person actually committing the breach as they may in their discretion deem fit.

11.7. If any MEMBER disputes the fact that he has committed a breach of any of the provisions of the rules made by the TRUSTEES in terms of this clause 11 or any provisions of this CONSTITUTION, a committee of TRUSTEES appointed by the CHAIRPERSON shall adjudicate upon the issue at such time and in such manner and according to such procedure (provided that natural justice shall be observed) as the CHAIRPERSON may direct.

11.8. Notwithstanding anything to the contrary herein contained, the TRUSTEES may in the name of the

ASSOCIATION enforce the provisions of any rules by civil application or action in a court of competent jurisdiction and for this purpose may appoint attorneys and counsel as they may deem fit.

11.9. The ASSOCIATION may in a general meeting itself make any rules in regard to any matter and may also vary or modify any rule made by it or by the TRUSTEES from time to time.

11.10. All rules shall be reasonable and shall apply equally to all members.

12. MANAGEMENT AND CONDUCT RULES (ENVIRONMENT)

12.1. A comprehensive environmental management plan (EMP) has been prepared for the CONSTRUCTION PHASE and will be prepared for the OPERATIONAL PHASE of the development in cooperation with CapeNature according to the requirements of the Protected Areas Act, Act 57 of 2003. The CONSTRUCTION PHASE EMP is attached herewith and all its provisions are incorporated herein as if specifically listed. Every MEMBER of the ASSOCIATION shall be obliged to observe and adhere strictly to the provisions thereof.

12.2. The EMP shall serve as a point of reference to the ASSOCIATION, the DEVELOPER, contractors and all members in maintaining and interacting with the sensitive indigenous environment of the RESERVE. A copy of the EMP shall at all times be available at the offices of the ASSOCIATION.

12.3. The Environmental Control Officer (ECO) appointed by the DEVELOPER to monitor and oversee the implementation of the EMP through the OPERATIONAL PHASE of the development shall at all times be consulted on any issue that may arise in relation to the protection and maintenance of the environment of the RESERVE. To this end it is recorded that the decision of the ECO on what constitutes unacceptable building or environmental management practices shall be final and binding on the DEVELOPER, the ASSOCIATION, its members, guests and contractors.

12.4. Without derogating from the specific provisions of the EMP, all members of the ASSOCIATION, their guests and contractors must be aware of the following:

12.4.1. Indigenous vegetation and wild animals, including reptiles, amphibians, birds and insects, may not be harmed in any way. Accordingly, no snares may be set in the RESERVE nor may any pesticides or herbicides be used in the RESERVE, except for herbicides for the control of alien vegetation.

12.4.2. Only small dogs may be kept on the erven and within the exclusive-use firebreak area provided:

12.4.2.1. that the exclusive-use firebreak area has been suitably enclosed as per Appendix C;

12.4.2.2. that they are under the control of their owners at all times and on a leash when on the COMMON PROPERTY;

12.4.2.3. that there is no predation on small animals, birds and reptiles.

12.4.3. Fences or walls around the individual erven's exclusive-use firebreak areas must be approved by the DEVELOPER in writing.

12.4.4. No alien vegetation may be planted anywhere in the RESERVE, including the erven, and members are not allowed to have gardens on their erven, with the exception of Karee trees (*Rhus lancea*) and Sourfig (*Carpobrotus edulis*) which are allowed to be planted within the exclusive-use firebreak zone around their erven.

13. TRUSTEES

13.1. The TRUSTEES of the ASSOCIATION shall for the CONSTRUCTION PHASE be divided into two classes, namely DEVELOPER TRUSTEES and MEMBER TRUSTEES. Upon expiry of the CONSTRUCTION PHASE there shall only be MEMBER TRUSTEES.

13.2. There shall be not more than three (3) TRUSTEES of the ASSOCIATION of whom, during the CONSTRUCTION PHASE:

13.2.1. not more than one (1) shall be MEMBER TRUSTEES appointed by the members; and

13.2.2. the remaining TRUSTEES being not more than two (2) shall be DEVELOPER TRUSTEES appointed by the DEVELOPER, provided that the DEVELOPER shall during the CONSTRUCTION PHASE be one of the aforesaid TRUSTEES.

13.3. After termination or expiration of the CONSTRUCTION PHASE all the TRUSTEES shall be appointed by the MEMBERS.

13.4. A TRUSTEE shall be a natural person and shall not necessarily be a MEMBER of the ASSOCIATION. A trustee, by accepting his appointment to office, shall be deemed to have agreed to be bound by all the provisions of this CONSTITUTION.

13.5. The TRUSTEES shall appoint one of their number to act as chairman for such term as they think fit, but not for longer than such person's tenure as a trustee. During the CONSTRUCTION PHASE, the CHAIRPERSON shall be the DEVELOPER or one of the DEVELOPER TRUSTEES.

14. REMOVAL AND ROTATION OF TRUSTEES

14.1. Save as set out in this clause below, each trustee, except for the DEVELOPER TRUSTEES who shall not be required to rotate on an annual basis, shall continue to hold office as such from the date of his appointment to office until the annual general meeting next following his said appointment, at which meeting each TRUSTEE shall be deemed to have retired from office as such but will be eligible for re-election to the board of TRUSTEES at such meeting.

14.2. A TRUSTEE shall be deemed to have vacated his office as such upon:

14.2.1. his having become disqualified to act as a director in terms of the provisions of the Companies Act;

14.2.2. his estate being sequestered, whether provisionally or finally;

14.2.3. the commission by him of any act of insolvency;

14.2.4. his conviction for any offence involving dishonesty or any other serious criminal offence;

14.2.5. his becoming of unsound mind or being found lunatic;

14.2.6. his resigning from such office in writing.

14.3. 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 in the minute book of the ASSOCIATION.

14.4. Upon any vacancy occurring in the TRUSTEES 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 TRUSTEES. Whilst DEVELOPER TRUSTEES are in office the remaining DEVELOPER TRUSTEES shall nominate a person to fill any such vacancy in their number.

14.5. The DEVELOPER may remove and replace any DEVELOPER TRUSTEE at any time upon written notice to the remaining TRUSTEES.

15. TRUSTEES EXPENSES AND REMUNERATION

15.1. TRUSTEES shall be entitled to be repaid all reasonable and bona fide expenses incurred by them respectively in or about the performance of their duties as TRUSTEES as may be approved by the board of TRUSTEES in principle in advance.

15.2. TRUSTEES shall not be entitled to remuneration in respect of the performance of their duties, unless decided in advance by the ASSOCIATION at a general meeting of the ASSOCIATION.

16. POWERS OF TRUSTEES

16.1. Subject to the express provisions of this CONSTITUTION, the TRUSTEES shall manage and control the business and affairs of the ASSOCIATION, shall have full powers in the management and direction of such business and affairs including the right of appointment and dismissal of the RESERVE MANAGER, may exercise all such powers of the ASSOCIATION and do all such acts on behalf of the ASSOCIATION as may be exercised or done by the ASSOCIATION and as are not by this CONSTITUTION required to be exercised or done by the ASSOCIATION in general meeting, subject however to such rules as may have been made by the ASSOCIATION in general meeting or as may be made by the TRUSTEES from time to time.

16.2. Save as specifically provided in this CONSTITUTION, the TRUSTEES shall at all times have the right to engage on behalf of the ASSOCIATION the services of accountants, auditors, attorneys, architects, engineers, town planners, estate managers or any other professional firm or person or other employees whatsoever for any reasons deemed necessary by the TRUSTEES on such terms as the TRUSTEES shall decide.

16.3. The TRUSTEES shall, after the CONSTRUCTION PHASE, further have the power:

16.3.1. to require that any construction of any nature within the RESERVE shall be supervised to ensure that the provisions of this CONSTITUTION and the rules are complied with and that all such construction is performed in a proper and workmanlike manner;

16.3.2. to issue ARCHITECTURAL GUIDELINES and controls from time to time and to ensure that such guidelines and controls are complied with at all times.

16.4. The TRUSTEES shall have the right to vary, cancel or modify their decisions and resolutions from time to time.

16.5. The TRUSTEES shall be entitled to appoint committees consisting of such number of their members and such outsiders, including an estate manager, as they deem fit and to delegate to such committees such of their functions, powers and duties as they deem fit, with further power to vary or revoke such appointments and delegations as the TRUSTEES may from time to time deem necessary.

16.6. The TRUSTEES shall appoint an architectural REVIEW COMMITTEE to exercise the powers set out above which may, but shall not necessarily, consist of the following persons:

16.6.1. a practising professional architect or town planner duly qualified to practice as such for his own account in the Republic of South Africa;

16.6.2. one or more TRUSTEES;

16.6.3. such other members as the TRUSTEES may determine.

16.7. Members of the architectural REVIEW COMMITTEE shall not be required to be members of the ASSOCIATION.

16.8. For the duration of the CONSTRUCTION PHASE the DEVELOPER and the architect appointed by him shall be the sole members of the REVIEW COMMITTEE.

17. PROCEEDINGS OF MEETINGS OF TRUSTEES

17.1. The TRUSTEES may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit, subject to any provisions of this CONSTITUTION.

17.2. The quorum necessary for the holding of all meetings of the TRUSTEES shall be two (2) TRUSTEES present personally, provided that during the CONSTRUCTION PHASE at least one (1) DEVELOPER TRUSTEE shall be present at all meetings of TRUSTEES. If no quorum is present within fifteen (15) minutes after the time for commencement of the meeting then it shall stand adjourned for seven (7) days, or if that is not a business day, then to the next business day thereafter, and those TRUSTEES present at the adjourned meeting shall constitute a quorum.

17.3. At any meeting of the TRUSTEES, each MEMBER TRUSTEE shall have one (1) vote and each DEVELOPER TRUSTEE shall have three (3) votes, provided that during the CONSTRUCTION PHASE the DEVELOPER shall be entitled to three times the total number of votes of all the other TRUSTEES.

17.4. Any resolution of the TRUSTEES shall be carried by a simple majority of all votes cast. In the case of an equality of votes for and against a resolution, the chairman of the TRUSTEES shall have a second or casting vote.

17.5. The TRUSTEES shall cause MINUTES to be kept of every TRUSTEES meeting, which MINUTES shall, without undue delay after the meeting has closed, be reduced to writing and certified correct by the chairman. All MINUTES of TRUSTEES' meetings shall, after certification, be placed in a trustee's minute book to be kept in accordance with the provisions of the laws relating to the keeping of MINUTES of meetings of directors of companies. The TRUSTEES' minute book shall be open for inspection at all reasonable times by any trustee, the AUDITORS, the members and the RESERVE MANAGER.

17.6. 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 TRUSTEES.

18. GENERAL MEETINGS OF THE ASSOCIATION

18.1. The ASSOCIATION shall within six (6) months after the end of the FINANCIAL YEAR hold a general meeting as its annual general meeting in addition to any other general meetings during that year, and shall specify the meeting as such in the notices.

18.2. Such annual general meeting shall be held at such time and place as the TRUSTEES shall decide from time to time.

18.3. All meetings of the members other than annual general meetings shall be called general meetings.

18.4. The TRUSTEES may, whenever they think fit, convene a general meeting.

19. NOTICES OF MEETINGS

19.1. An annual general meeting and a meeting called for the passing of a special resolution shall be called by not less than twenty one (21) clear days' notice in writing and any other general meeting shall be called by not less than fourteen (14) clear days' notice in writing. The notice shall be exclusive of the day on which it is served 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 ASSOCIATION in general meeting, to such persons as are, under this CONSTITUTION, entitled to receive such notices from the ASSOCIATION, provided that a meeting of the ASSOCIATION shall notwithstanding the fact that it is called by shorter notice than that specified in this article, be deemed to have been duly called if it is so agreed by not less than fifty one percent (51%) of the members having a right to attend and vote at the meeting.

19.2. The annual general meeting shall deal with and dispose of all matters prescribed by this CONSTITUTION, including the consideration of the annual financial statements, the election of TRUSTEES, the noting of the LEVY for the FINANCIAL YEAR during which such annual general meeting takes place, the appointment of an auditor and may deal with any other business laid before it. All business brought before any other general meeting shall be considered special business.

20. PROXIES

20.1. A MEMBER may be represented at a general meeting by a proxy, who must be a MEMBER of the ASSOCIATION or a director, member, partner or trustee of that member, save for the DEVELOPER whose proxy need not necessarily be a member.

20.2. To be effective at a meeting or adjourned meeting, a proxy together with the original or a notarially certified copy of any power of attorney or other authority under which it is signed must be lodged with the ASSOCIATION at least twenty four (24) hours before the commencement of the meeting or adjourned meeting concerned but the TRUSTEES may from time to time determine that such documents:

20.2.1. are to be lodged at a particular place; or

20.2.2. are to be lodged a certain number of hours, not exceeding forty eight (48) in all, before the meeting; or

20.2.3. may be lodged at any time before or during the meeting.

20.2.4. Notwithstanding the foregoing the chairman of the meeting may agree to accept a proxy tendered at any time before or during the meeting.

20.3. A proxy shall be valid for an indefinite period unless it is stated on the proxy that it is only to be valid for a shorter period. The instrument appointing a proxy shall be in the form as prescribed by the ASSOCIATION. A proxy shall be valid for any adjournment of the general meeting to which it relates unless otherwise indicated on the proxy.

21. QUORUM

21.1. No business shall be transacted at a general meeting unless a quorum is present both when the meeting proceeds to business and when any resolution is to be passed. Save as herein otherwise provided, fifty percent (50%) of the members present in person or by proxy shall constitute a quorum, provided that at least twenty five percent (25%) of members are present in person at such meeting and provided that during the CONSTRUCTION PHASE, at least one (1) representative of the DEVELOPER is present at such meeting.

21.2. If within fifteen (15) minutes after the time appointed for the commencement of a general meeting or within such extended period as the chairman of the board or, in his absence, the deputy chairman, may allow, a quorum is not present, the meeting shall be dissolved if it was convened on requisition. In all other cases the meeting shall stand adjourned to the same place at the same time on the same day of the next week (or if that day is not a business day, the first business day following that non-business day) or to such other place, time and day as the board may determine. If a quorum is not present at such adjourned meeting, the members present shall constitute a quorum.

22. ADJOURNMENT BY CHAIRMAN WITH CONSENT OF MEETING

22.1. The chairman of a general meeting may adjourn the meeting from time to time and from place to place if the meeting approves of each adjournment by majority vote. In the event of such an adjournment:

22.1.1. no notice need be given of the adjourned meeting save for an announcement at the meeting of the date, time and venue of the adjourned meeting (unless the meeting is to be adjourned for thirty (30) days or more in which event notice is to be given in the same manner as for the original meeting);

22.1.2. only business left uncompleted at the original meeting may be transacted at the adjourned meeting.

23. VOTING RIGHTS OF MEMBERS

23.1. Members shall be entitled to vote only on the matters raised at every general meeting.

23.2. At every general meeting:

23.2.1. each member, present in person or by proxy and entitled to vote, shall have the number of votes registered against his ERF per Annexure D;

23.2.2. if an ERF is registered in the name of more than one (1) person, then all such co-owners shall jointly have the number of votes registered against that ERF per Annexure D;

23.2.3. during the CONSTRUCTION PHASE, the DEVELOPER shall have a veto right to overrule the votes of all the other members of the ASSOCIATION.

23.3. Save as expressly provided for in this CONSTITUTION, no person other than a MEMBER and who shall have paid every LEVY and other sum (if any) which shall be due and payable to the ASSOCIATION in respect of or arising out of his membership and who is not suspended, shall be entitled to be present or to vote on a question, either personally or by proxy, at any general meeting.

23.4. Voting at general meetings and the annual general meetings shall take place by ballot papers through which the number of votes of each MEMBER and proxy can be determined and counted in order to determine and declare the result.

23.5. Resolutions shall be passed by a simple majority of votes, save with respect to amendments to this CONSTITUTION, as provided for in clause 30 hereof.

23.6. If a poll is duly demanded it shall be taken in such manner as the chairman of the meeting may direct either at once or after an interval or adjournment, subject to the voting procedure in clause 23.4 above.

23.7. If any difficulty or dispute arises regarding the admission or rejection of a vote or regarding any other matter such difficulty or dispute is to be determined by the CHAIRPERSON whether or not scrutiners have been appointed to count the votes and his/her decision shall be final and conclusive.

23.8. A vote cast under a proxy, power of attorney, or other authority which has been revoked shall nevertheless be valid unless:

23.8.1. written notice of the revocation is received by the ASSOCIATION prior to the meeting concerned; or

23.8.2. the CHAIRPERSON of the meeting agrees to accept written or oral notice of such revocation at the meeting.

23.9. No objection shall be raised to the admissibility of any vote except at the meeting or adjournment meeting at which the vote objected to is cast and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the CHAIRPERSON of the meeting whose decision shall be final and conclusive.

23.10. A declaration made in good faith by the chairman of a general meeting to the effect that a resolution has or has not been passed (whether by a simple majority, a specific majority or unanimously) shall be final and conclusive and the resolution shall be deemed to have been so passed or not passed, as the case may be.

23.11. Any resolution which could be passed at a general meeting (other than a special resolution or a resolution to remove a TRUSTEE or auditor) may be passed without a meeting being held if one or more copies of the resolution are signed by or on behalf of all the members entitled to vote taking into account their number of votes.

24. ACCOUNTING RECORDS

24.1. The TRUSTEES shall cause such accounting records as are prescribed by the Companies Act to be kept. Proper accounting records shall not be deemed to be kept if there are not kept such accounting records as are necessary to fairly present the state of affairs and business of the ASSOCIATION and to explain the transactions and financial position of the trade or business of the ASSOCIATION.

24.2. The accounting records shall be kept at the registered office of the ASSOCIATION or at such other place or places as the TRUSTEES think fit, and shall always be open to inspection by the TRUSTEES.

24.3. The TRUSTEES shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounting records of the ASSOCIATION or any of them shall be open to inspection by members not being TRUSTEES, and no MEMBER (not being a trustee) shall have any right of inspecting any accounting records or documents of the ASSOCIATION except as conferred by the Companies Act or authorised by the TRUSTEES.

24.4. The TRUSTEES shall from time to time cause to be prepared and laid before the ASSOCIATION in general meeting such financial statements as are referred to in the Companies Act.

24.5. A copy of the annual financial statements which are to be laid before the ASSOCIATION in annual general meeting shall, not less than twenty one (21) days before the date of the meeting, be sent to every MEMBER of the ASSOCIATION, provided that this article shall not require a copy of those documents to be sent to any person of whose address the ASSOCIATION is not aware.

25. SERVICE OF NOTICES

25.1. The ASSOCIATION may give notices to any MEMBER either personally, or by sending it by post in a prepaid letter addressed to such MEMBER at his registered address or at the address (if any) within the Republic of South Africa supplied by him to the ASSOCIATION for the giving of notices to him.

25.2. Notice of every general meeting shall be given:

25.2.1. to every MEMBER of the ASSOCIATION;

25.2.2. to the AUDITORS for the time being of the ASSOCIATION.

25.3. 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.

25.4. The signature to any notice given by the ASSOCIATION may be written or printed, or partly written and partly printed.

25.5. When a given number of days' notice or notice extending over any other period required to be given, the days of service shall not be counted in such number of days or period.

26. INDEMNITY

26.1. All TRUSTEES and the AUDITORS shall be indemnified against any liabilities bona fide incurred by them in their respective capacities, whether defending any proceedings, civil, criminal or otherwise, in which relief is granted to any person/s by a court.

26.2. Every trustee, servant, agent and employee of the ASSOCIATION, and the AUDITORS, shall be indemnified by the ASSOCIATION against (and it shall be the duty of the TRUSTEES out of the funds of the ASSOCIATION to pay) 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.

27. GENERAL

27.1. Whenever the TRUSTEES consider that the appearance of any ERF or building in the RESERVE vested in a MEMBER is such as to be unsightly or injurious to the amenities of the surrounding area or the RESERVE generally, they may serve notice on such MEMBER to take steps as may be specified in the notice to eliminate such unsightly or injurious condition. Should the MEMBER fail within a reasonable time, to be specified in such notice, to comply therewith, the TRUSTEES may enter upon the land or buildings concerned and take such steps as may be necessary, and recover the costs thereof from the MEMBER concerned, which costs shall be deemed to be a debt owing to the ASSOCIATION. The TRUSTEES shall be obliged in giving such notice to act reasonably. In the event of any dispute, the MEMBER shall bear the onus of establishing that the TRUSTEES acted unreasonably.

27.2. Any MEMBER as REGISTERED OWNER of an ERF zoned for resort purposes shall construct and complete the construction of a dwelling house thereon within 24 (twenty-four) months after registration of transfer of the ERF into his name, unless an extension is allowed by the DEVELOPER or ASSOCIATION in writing.

27.3. Should any MEMBER fail to comply with the provisions of Clause 27, the ASSOCIATION shall be entitled to impose double the amount of levies due by such MEMBER in terms of Clause 9.

27.4. The ASSOCIATION may enter into agreements with any third party for the provision of FACILITIES and SERVICES to or for the members and may charge in respect of the provision thereof, or may pass on such costs direct to the members.

27.5. Any person using any of the SERVICES, land or FACILITIES of the ASSOCIATION does so entirely at his own risk.

27.6. The ASSOCIATION may at its pleasure permit the members subject to the provisions of this CONSTITUTION to use the open space and roads, and shall do so unless by special resolution taken at an extraordinary general meeting called for the purposes, it is otherwise resolved for good reason.

27.7. The ASSOCIATION may from time to time and whenever they deem it necessary, limit, restrict, or suspend such use in relation to any part or such roads and open space for good reason.

28. DISPUTES

28.1. Any dispute arising out of or in connection with this CONSTITUTION must be determined in terms of this clause, except when an interdict is sought for urgent relief, which may be obtained from a court of competent jurisdiction.

28.2. On a dispute arising, the party who wishes to have the dispute determined must notify the other party thereof. Unless the dispute is resolved amongst the parties to that dispute within fourteen (14) days of such notice, either of the parties may refer the dispute to determination in terms of this clause.

28.3. If a party exercises his right in terms of this clause to refer the dispute for determination, such dispute shall be referred to the following who shall in each case have a minimum of ten (10) years experience in their field:

28.3.1. if the dispute is primarily an accounting matter, a practising chartered accountant;

28.3.2. if the dispute is primarily a legal matter, a practising attorney or advocate;

28.3.3. if the dispute is primarily a matter relating to the measurement in any way of any building construction or any aspect thereof, a practising quantity surveyor;

28.3.4. if the dispute is primarily a matter relating to any defect in any building construction, a practising engineer;

28.3.5. if the dispute relates to any other matter, such other independent and suitably qualified person.

28.4. If the parties are unable to agree either on the person referred to in this clause or on the classification of the dispute within a period of seven (7) days of either party having given notice to the other, proposing an appointee or alternative appointee, then the person in question shall be nominated by the President for the time being of the Law Society of the Cape of Good Hope or its successor/s.

28.5. Any person agreed upon and nominated as aforesaid ("the expert"), shall in all respects act as an expert and not as an arbitrator.

28.6. The proceedings shall be on an informal basis, it being the intention that a decision should be reached as expeditiously as possible, subject only to the due observance of the principles of justice.

28.7. The parties shall use their best endeavours to procure that the decision of the expert shall be given within twenty one (21) days or so soon thereafter as possible, after it has been demanded.

28.8. The decision of the expert shall be final and binding upon all parties and capable of being made an order of court on application by any of them.

28.9. The costs of and incidental to any such proceedings, including the fees of the expert, shall be in the discretion of the expert who shall be entitled to direct the allocation of the costs, and whether they shall be taxed as between party and party or as between attorney and client.

28.10. The provisions of this clause constitute the irrevocable consent of the parties to any proceedings in terms thereof and none of the parties shall be entitled to withdraw therefrom or claim in any such proceedings that it is not bound by such provisions.

28.11. The provisions of this clause shall be deemed to be severable from the rest of this CONSTITUTION and shall remain binding and effective as between the parties notwithstanding that this CONSTITUTION may otherwise be cancelled or declared of no force and effect for any reason.

29. RESERVE MANAGER

29.1. The DEVELOPER shall for the duration of the CONSTRUCTION PHASE and thereafter the TRUSTEES be entitled to appoint a RESERVE MANAGER to control, manage and administer the development and the COMMON PROPERTY and to exercise such powers and duties as may be entrusted to the RESERVE MANAGER, including the right to collect levies.

29.2. The terms and conditions of the appointment of the RESERVE MANAGER shall be in the discretion of the DEVELOPER or the TRUSTEES as the case may be.

30. AMENDMENT

30.1. No amendment of whatever nature to this CONSTITUTION shall be effected without the prior written consent of the local authority.

30.2. Notwithstanding the provisions of this clause the DEVELOPER shall during the CONSTRUCTION PHASE have the right to amend this CONSTITUTION with the prior approval of the local authority in terms of this clause and shall further have the right to veto any proposed amendment of this CONSTITUTION if there is a reasonable apprehension that such amendment could detrimentally affect the DEVELOPER's ability to complete the development in accordance with its development plans. Notwithstanding the provisions of this clause the DEVELOPER shall not have the right to vary the provisions relating to qualification for membership of the ASSOCIATION, the proportionate liability of members for the payment of levies or the voting rights of members.

30.3. Subject to the provisions of the clause above, every amendment of this CONSTITUTION of whatever nature including any addition thereto, deletion therefrom or substitution thereof shall require the approval of at least 80% (eighty per centum) of the total number of votes allocated to members of the ASSOCIATION which majority shall be expressed at a general meeting called specifically for such purpose and the notice of such meeting shall, in addition to complying with the requirements for the convening of a meeting, set out in specific terms the proposed amendment of this CONSTITUTION.

ANNEXURE A: Resort Development Approval Documents

The following approval documents are included here:

- Environmental Authorisation from the Western Cape Department of Environmental Affairs and Development Planning

(total of 16 pages)

- Rezoning and Subdivision approvals from:
 - The National Department of Agriculture

(total of 3 pages)

- The Directorate Land Management of the Western Cape Department of Environmental Affairs and Development Planning

(total of 4 pages)

- The Laingsburg Municipality

(total of 4 pages)

- Restoration of historic buildings (in principle) from Heritage Western Cape

(total of 1 page)

- Rezoning Certificate from the Laingsburg Municipality

(total of 1 page)

- De-proclamation of the public road over the property from the Western Cape Department of Transport and Public Works (Provincial Gazette)

(total of 1 page)

- Acceptance of notice regarding "*commencement of construction*" by the Western Cape Department of Environmental Affairs and Development Planning

(total of 2 pages)

- Registration certificate for the extraction of more than 10 cubic metres of groundwater per day from the Department of Water Affairs

(total of 2 pages)

ANNEXURE B: Approved Site Development Plan

The following Site Development Plan (Afrikaans “Terreinontwikkelingsplan”) was accepted and approved by the Laingsburg Municipality.

(total of 42 pages)

ANNEXURE C: Architectural Guidelines and Controls

Various government institutions, in their approvals of the resort development, placed the following restrictions on the architecture of all new buildings in the RESERVE:

1. Maximum size of the under-roof area of a holiday home of 120 sq metres, including carports and garages.
2. Maximum height of any building is to be 6,5 metres.
3. Outdoor lighting should be of the downward-facing type so as not to cause any light pollution.
4. Lighting should use energy efficient technologies such as compact fluorescent light-fittings (CFLs) and light emitting diodes (LEDs).
5. No flammable building materials are to be used due to the high fire risk in the fynbos biome.
6. An exclusive-use firebreak area of approximately ten metres, depending on the terrain, needs to be cleared and maintained around the subdivided property by the ASSOCIATION, the specific area thereof that shall be approved by the DEVELOPER.
7. The Purchaser may enclose the exclusive-use firebreak area around the subdivided property with an enclosure no higher than one hundred and twenty (120) centimetres (1,2 metres) and with an appropriate entrance gate, provided the DEVELOPER in writing approves such enclosure.
8. The roofs of all new buildings should be flat with a slope of 5 degrees in one direction.
9. For all holiday homes, solar photovoltaic panels and solar geysers may only be mounted on the roofs of these buildings.
10. Building colour schemes and building materials used must blend in with the natural environment.
11. Rainwater must be harvested and used wherever and whenever possible.
12. Members must install rainwater tanks of twenty (20) kilolitre capacity for each holiday unit on their erven, which will be supplemented by borehole water from the central water supply system located on the COMMON PROPERTY as and when required. The DEVELOPER will install a water meter at the DEVELOPER's cost to enable the ASSOCIATION to monitor the water usage from the central water supply system and to identify any water wastage due to leakage of the plumbing on the erven.
13. Water-saving shower roses and other water-saving devices must be used wherever possible.
14. All new buildings should use dry composting toilets to ensure the wastewater generated remains below legislated limits, which would otherwise require a Waste License.
15. All new buildings must have a grey water tank.
16. Any structural changes to any building, internal as well as external, must be approved by the COUNCIL.
17. The maximum building slope is 1:4.
18. Storm-water handling on all erven must be addressed so as not to cause damage to the environment or any pollution incidents.
19. The building plans for all new holiday homes (3-bedroom, 2-bedroom and 1-bedroom units) designed by the DEVELOPER, meet all the above criteria.
20. The restoration / renovation of all historic buildings (60 years or older) must be approved by Heritage Western Cape.

ANNEXURE D: Member Occupancy Quota, Proportion of Levies and Voting Rights

Witteberg Private Nature Reserve Homeowners Association						
Unit Number	Zoning	Erf Description	No of Bedrooms	Occupancy Quota	Percentage Share of Levies	Number of Votes
N01	Resort Zone II	Erf Elandskloof 168/3	(Plan 3)	6	6	6
N04	Resort Zone II	Erf Elandskloof 168/6	(Plan 3)	6	6	6
N05	Resort Zone II	Erf Elandskloof 168/7	(Plan 3)	6	6	6
N03	Resort Zone II	Erf Elandskloof 168/5	(Plan 3)	6	6	6
N02	Resort Zone II	Erf Elandskloof 168/4	(Plan 3)	6	6	6
N06	Resort Zone II	Erf Elandskloof 168/10	(Plan 3)	6	6	6
N07	Resort Zone II	Erf Elandskloof 168/11	(Plan 3)	6	6	6
N08	Resort Zone II	Erf Elandskloof 168/12	(Plan 3)	6	6	6
N09	Resort Zone II	Erf Elandskloof 168/13	(Plan 3)	6	6	6
H01	Resort Zone II	Erf Elandskloof 168/2	2	4	4	4
H02	Resort Zone II	Erf Elandskloof 168/8	2	4	4	4
H03	Resort Zone II	Erf Elandskloof 168/9	3	6	6	6
K1	Resort Zone I	Cluster 1	Plan 8	16	16	16
K11		Cluster 1 (site 1 of 6)	~(Plan 1)	~2	~2	~2
K12		Cluster 1 (site 2 of 6)	~(Plan 1)	~2	~2	~2
K13		Cluster 1 (site 3 of 6)	~(Plan 2)	~4	~4	~4
K14		Cluster 1 (site 4 of 6)	~(Plan 1)	~2	~2	~2
K15		Cluster 1 (site 5 of 6)	~(Plan 1)	~2	~2	~2
K16		Cluster 1 (site 6 of 6)	~(Plan 2)	~4	~4	~4
K3	Resort Zone I	Cluster 3	Plan 7	14	14	14
K31		Cluster 3 (site 1 of 5)	~(Plan 1)	~2	~2	~2
K32		Cluster 3 (site 2 of 5)	~(Plan 1)	~2	~2	~2
K33		Cluster 3 (site 3 of 5)	~(Plan 2)	~4	~4	~4
K34		Cluster 3 (site 4 of 5)	~(Plan 2)	~4	~4	~4
K35		Cluster 3 (site 5 of 5)	~(Plan 1)	~2	~2	~2
K2	Resort Zone I	Cluster 2	1	2	2	2
H04		Cluster 2 (site 1 of 1)	~1	~2	~2	~2
TOTAL			50	100	100	100

This allocation of occupancy quotas or bed-quotas, levies and number of votes is based on the following considerations:

- (1) The occupancy quota or bed-quota is intended to ensure that holiday units are not overcrowded, that the SERVICES provided by the ASSOCIATION are not strained and that the resources on the COMMON PROPERTY are not over-extended or over-utilised.
- (2) The potential benefits a MEMBER can derive from use of the COMMON PROPERTY and the FACILITIES located thereon are related to the number of people that his ERF can or is allowed to accommodate per the occupancy quota or bed-quota.
- (3) A member's proportion in the operating cost of the COMMON PROPERTY (levies) allocated to him by the ASSOCIATION is relative to his potential benefits from the COMMON PROPERTY, his potential water use supplied from the central water supply system located on the COMMON PROPERTY and the number of people that his ERF can or is allowed to accommodate per the occupancy quota or bed-quota.
- (4) A member's voting power must be related to his potential benefits from the COMMON PROPERTY, his share in the operational cost of the COMMON PROPERTY and the number of people that his ERF can or is allowed to accommodate per the occupancy quota or bed-quota.

ANNEXURE E: Construction Phase Environmental Management Plan

The Western Cape Department of Environmental Affairs and Development Planning approved the following Construction Phase Environmental Management Plan.

(total of 28 pages)

ANNEXURE F: Members' Contribution to Levy-, Infrastructure- and Compulsory Trust Funds

Witteberg Private Nature Reserve Homeowners Association							
Unit Number	Zoning	Erf Description	Initial Contribution to Levies (1st year)	Contribution to Employment Creation & Training Trust Fund	Contribution to Ecological Trust Fund	Contribution to Road Maintenance Trust Fund	Contribution to Infrastructure Fund
N01	Resort Zone II	Erf Elandskloof 168/3	R21.600,00	R30.000,00	R30.000,00	R6.000,00	R225.000,00
N04	Resort Zone II	Erf Elandskloof 168/6	R21.600,00	R30.000,00	R30.000,00	R6.000,00	R225.000,00
N05	Resort Zone II	Erf Elandskloof 168/7	R21.600,00	R30.000,00	R30.000,00	R6.000,00	R225.000,00
N03	Resort Zone II	Erf Elandskloof 168/5	R21.600,00	R30.000,00	R30.000,00	R6.000,00	R225.000,00
N02	Resort Zone II	Erf Elandskloof 168/4	R21.600,00	R30.000,00	R30.000,00	R6.000,00	R225.000,00
N06	Resort Zone II	Erf Elandskloof 168/10	R21.600,00	R30.000,00	R30.000,00	R6.000,00	R225.000,00
N07	Resort Zone II	Erf Elandskloof 168/11	R21.600,00	R30.000,00	R30.000,00	R6.000,00	R225.000,00
N08	Resort Zone II	Erf Elandskloof 168/12	R21.600,00	R30.000,00	R30.000,00	R6.000,00	R225.000,00
N09	Resort Zone II	Erf Elandskloof 168/13	R21.600,00	R30.000,00	R30.000,00	R6.000,00	R225.000,00
H01	Resort Zone II	Erf Elandskloof 168/2	R14.400,00	R20.000,00	R20.000,00	R4.000,00	R150.000,00
H02	Resort Zone II	Erf Elandskloof 168/8	R14.400,00	R20.000,00	R20.000,00	R4.000,00	R150.000,00
H03	Resort Zone II	Erf Elandskloof 168/9	R21.600,00	R30.000,00	R30.000,00	R6.000,00	R225.000,00
K1	Resort Zone I	Cluster 1	R57.600,00	R80.000,00	R80.000,00	R16.000,00	R600.000,00
K3	Resort Zone I	Cluster 3	R50.400,00	R70.000,00	R70.000,00	R14.000,00	R525.000,00
K2	Resort Zone I	Cluster 2	R7.200,00	R10.000,00	R10.000,00	R2.000,00	R75.000,00

Contributions to these funds are only required the first time that each property is transferred into the name of any purchaser other than the DEVELOPER.