

LALAVUGA
HOME OWNER'S
ASSOCIATION CONSTITUTION

**A STATUTORY LEGAL ENTITY ESTABLISHED IN
ACCORDANCE WITH THE PROVISIONS OF ARTICLE 29 OF
ORDINANCE 15 OF 1985**

COMPILED BY:

GOUSSARD ATTORNEYS

1. INTRODUCTION

- 1.1. The LALAVUGA Home Owners Association is hereby established as a legal entity in accordance with Article 29 of the Ordinance on Property Planning No 15 of 1985 in agreement with conditions attached by the GEORGE Municipality during the approval of the subdivision of the Remainder of Portion 35 (Rooi hoek) of the Farm Hansmoeskraal Nr. 202 GEORGE which erven will only be applicable to the LALAVUGA Home Owners Association as indicated on General Plan no. 493/2000.
- 1.2. The Association shall :
 - 1.2.1. be a legal entity and exist independently of its members.
 - 1.2.2. enjoy perpetual succession.
 - 1.2.3. be capable of being sued or to sue with reference to - any agreement entered into by it; or any damage to any property of the Association; or any situation arising from or connected to the authority and powers of the Association as covered in the constitution;
 - 1.2.4. have the power, dependent on the stipulations of the constitution to purchase or sell property independently of its members, to obtain or give up rights or to undertake or settle commitments.

2. INTERPRETATION

- 2.1. In this document, unless a contrary intention is clearly apparent:
 - "owner"** means the owner of the erven as indicated on General Plan No 493/2000.
 - "Erf"** means an erf, excluding the common area, that originates from the subdivision of the development
 - "Common Area"** means that part of the development not included in the erf of the development, which includes all public open spaces, pavements in the development, roads in the development and security gate.
 - "Constitution"** means this document and all regulations issued in accordance with it from time to time
 - "Office"** means the registered office of the Association, namely c/o

Goussard Attorneys, 33 Victoria Street, George 6529

"Member" means a member of the Association

"Vice Chairman" means the vice chairman of the trustee committee

"Developer" means FRANCOIS OOSTHUIZEN

"Development" means the erven as indicated on General Plan No 493/2000 in the subdivision of the Remainder of Portion 35 (Rooi hoek) of the Farm Hansmoeskraal Nr. 202 George in the Municipality and Division of George

"Auditors" means the auditors of the Association

"Local Authority" means the GEORGE Municipality

"Special Resolution" means a resolution taken at a Special General Meeting in terms of which not less than 21 days notice is given of the intention to prepare acceptance of the decision on a special resolution and in which notice the terms and effect of such a decision as well as the reason for the decision are documented and such resolution is passed at the special general meeting by at least 75% of the total votes of members entitled to vote.

"Trustee Committee" means the trustee committee elected in accordance with the stipulations of the constitution

"Trustees" means persons that are members of the trustee committee

"Association" means the LALAVUGA Home Owners Association

"Proxy" means the written document whereby a member may be represented, according to the stipulations of Clause 69 of the constitution, by a proxy at a General Meeting and where such proxy is entitled to vote on behalf of the member

"Chairman" means the chairman of the trustee committee

"Business Day" weekdays other than Saturdays, Sundays and public holidays

"Public Area" means roads, security gate, servitude areas, road verges and other areas or services for the maintenance of which the Local Authority is not responsible in terms of the Land Use Planning Ordinance, 15/1985.

"Management Agent" a management agent as appointed in terms of the constitution

"Year" a calendar year

- 2.2. Unless a contrary intention clearly appears, words importing any one gender shall include the other and words importing the singular shall include the plural and vice versa.

3. **MAIN BUSINESS**

The main business of the Association is the promotion, enhancement and protection of the interests of the members of the Association.

4. **MAIN OBJECTIVES**

The ASSOCIATION shall have as its main object the promotion and advancement of the Development, and the protection on the communal interests of the Members.

- 4.1 The main business of the ASSOCIATION shall be the general management and administration of the Development.

- 4.2 Such business shall include the services and amenities situate in the Development, for the maintenance of which the Local Authority is not responsible in terms of the Land Use Planning Ordinance, and for the collection of levies in respect of expenditure incurred by members in the Development relating to all electricity charges, charges for sewerage, water and refuse removal whether in respect of individual Erven, Common Property of the Public Area, maintenance of roads and electrical gate.

- 4.3. It will not be an objective of the Association to make a profit out of any of its matters or business activities. Income will be generated solely to meet approved expenses.

5. **FINANCIAL YEAR**

The financial year of the Association will end on the last day of February annually.

6. **MEMBERSHIP**

- 6.1. Every registered owner of an erf is obliged to be a member of the Association. The first members of the Association will be the Developer and persons to whom he has sold erven.

- 6.2. Membership of the Association is limited to registered owners of erven with the condition that where any erf is owned by more than one person all registered owners of that erf will be deemed to be jointly and severally one member of the Association.

- 6.3. A member will not be entitled to sell his erf or to transfer his erf without the written approval of the Association, such approval only being withheld in the following instances:
 - 6.3.1. the member owes any money to the Association; and/or

 - 6.3.2. if the member neglected to perform any of his duties required by the Association and this neglect remains; and/or

 - 6.3.3. if the person (transferee) to whom the member wants to transfer his erf, neglects to sign the constitution of the Association and to meet the requirements of all terms of the Constitution.

7. Registration of transfer of the erf will ipso facto deem membership of the Association for the transferee.

8. Notwithstanding any requirements to the contrary contained in the Constitution, any person who becomes an owner of an erf without the approval of the Association will be a member of the Association from the date of registration of transfer of the erf in his name.

9. The owner of an erf may not resign as a member of the Association and will stay a member of the Association until the date of registration of the erf in the name of the transferee who will then assume membership of the Association.

10. The Trust Committee may provide by regulation for the issue of a membership certificate, which certificate will be in the form as prescribed by the Trustee Committee.

11. The rights and obligations of a member will not be transferable and each member will:
 - 11.1. advance the objectives and interests of the Association to the best of his abilities;
 - 11.2. ensure that the requirements of this Constitution and all regulations and rules according to the Constitution determined by the Association or Trustee Committee are completed timeously.

LEVIES

12. The Trustee Committee may from time to time determine levies payable by members to enable the Association to settle expenses incurred or to make provision for such expenses that the Trustee Committee may reasonably expect to be incurred by the Association for maintenance, repairs, improvements and upkeep of the common area and also for the payment of any taxes or other amounts payable by the Association to the Local Authority or any other authorities in respect of the common area and for the payment of services rendered by any Local Authority, other authorities or other parties to the Association and/or for the payment of essential expenses and/or reasonable expenses incurred by the Association in respect of the management of the Association of the common area and the Association's business and the maintenance of the electrical gate and payment of the electricity and maintenance of the intercom system. In determining the proposed levies the Trustee Committee must consider income, if any earned by the Association.
13. The Trustee Committee will within a reasonable period prior to the financial year end prepare a budget in accordance with expected expenses of the Association for the ensuing financial year. With preparation of the budget any deficit from a prior financial year must be taken into consideration. The Trustee Committee will then set a levy payable by members, such levy reasonably equating anticipated expenditure as determined. The Trustee Committee may in determining such proposed budget take into account an amount to be held in reserve as a provision for unexpected or unplanned future expenditure. The Trust Committee may also make provision for the replacement of any current moveable assets of the Association.
14. Any levy levied by the Trustee Committee will be paid by the members in monthly or annual instalments as determined by the Trustee Committee.

All service levies and taxes payable in respect of an erf to the Local Authority will be paid in the manner and due date as prescribed by the Local Authority directly by the owner of the erf.

15. The Trustee Committee may determine special levies from time to time payable by the members in respect of expenses referred to in Clause 12 above (in respect of expenses not budgeted for or where the budget was too low) or any other unexpected or unbudgeted expenses and such levies may be determined in amount and payable over a period or in instalments as seen fit by the Trustee Committee subject to the restrictions in Clause 20.
16. Any levy payable by a member will be a debt due by him to the Association. The obligation of a member to pay a levy expires at the time his membership of the Association ceases without limiting the rights of the Association to collect outstanding levies and interest from the member. Under no circumstances will levies paid by a member be refundable by the Association after his membership has ceased.
17. A member following in title as owner of an erf will be liable for the payment of levies from the date of transfer of the erf in his name. From such date he will be obliged to pay levies payable in respect of his erf.
18. No member will be able to register transfer of his erf until the Association has certified that such member has satisfied all financial obligations to the Association and the Association will not lend its approval in terms of Clause 6.3 above until all a member's financial obligations to the Association have been settled.
19. The total amount levied by the Association will be payable equally by the number of erven in the development.
20. No member will be entitled on privilege of membership of the Association, including the right to use any portion of the common area or entrance to the erf until and unless he has paid all levies due by him to the Association.
21. Notwithstanding the aforementioned, the total levy payable by all members to the Association will not exceed R300,00 per annum per erf without the approval of a special resolution of members. Aforementioned levy limit excludes any service levies and other taxes payable to the Local Authority in respect of common areas. Provided that the aforesaid limit will not apply if it means that the Association will not be able to reach its goals and will also not be able to incur

the following expenses:

- 21.1 Any rates and taxes payable in respect of the common area; and/or
- 21.2 Maintenance of the common area; and/or
- 21.3 Any other obligation which the Association may have towards any authority or local authority.
- 21.4 Maintenance of the electrical gate.

DEALINGS WITH THE COMMON AREA

- 22. No portion of, or the whole common area, will be:
 - 22.1. mortgaged;
 - 22.2. subject to rights registered at the Deeds Office or not, for the use, occupation or servitude other than a general servitude in favour of the Local Authority in whose area the development falls for purposes of services performed by that Local Authority for the development, without approval of such right by the members in special resolution.
 - 22.3. improved through the erection of any buildings or any other improvements thereon without the approval of a special resolution except the improvements referred to in Clause 23 below.
 - 22.4 The common area will be transferred to the Home Owner's Association not later than registration of the first erf in the final phase of the total development.

23. ENVIRONMENTAL MANAGEMENT OF THE COMMON AREA BY THE ASSOCIATION

- 23.1 The terrain will be inspected regularly for any litter which will be cleared.

CONTRACTS AND REGULATIONS

- 24. The Trustee Committee may from time to time:

24.1. make regulations in respect of:

24.1.1 members right of use, occupation and enjoyment of the common area or the maintenance and improvements on the common area

24.1.2 the number of persons occupying the erf

24.2. conclude agreements with the applicable Local Authority in respect of any aspects in Clause 24.1 above;

25. Every member undertakes to the Association that:

25.1 he will adhere to all requirements of this Constitution

25.2. any regulations issued in accordance with the requirements of Clause 24.1 above;

25.3. any agreement referred to in Clause 24.2 above as far as is required.

NEGLECT BY MEMBERS

26. 26.1 Any member that neglects to pay any levy to the Association or any service levies and other taxes payable to the Local Authority or any other amount to the Association on the due date or that in any way neglects to fulfil any of the terms of this Constitution, or that in any way breaches a requirement of this Constitution, may where determined by a decision taken by not less than 3 (three) of the Trustees present at a meeting of the Trustee Committee:

26.1.1a fine imposed by the Trustee Committee in an amount to be determined in their discretion; and/or

26.1.2 ordered to pay the aforesaid amount to the Association or any member or any other person who was discomfited by his neglect to comply with his obligations.

26.2 The relevant member in negligence will be invited to attend the meeting by the Trustee Committee, by written notice delivered to such a member not less than 7 (seven) days prior to a meeting held on which the member's alleged negligence is to be discussed. Such a member will be entitled to attend the meeting with or without legal representation and to state his case on such a meeting. The member will however not be

present during the voting in respect of a resolution by the Trustees in connection with this alleged negligence and/or fine which may be imposed as a result of his negligence in terms of the provisions of clause 25 above.

CEASING OF MEMBERSHIP

27. No member whose membership of the Association ceases for whatever reason (also not the applicable members Executors, Trustees or Liquidators) will have a claim or interest in the funds or property of the Association.

This requirement does not restrict the rights of the Association on any amounts owing by such a member to the Association and the Association will remain entitled to claim any amounts owing from the estate of the member.

TRUSTEE COMMITTEE

28. A Committee of Trustees will be constituted and exist out of not more than 4 (four) or less than 3 (three) members.

28.1 Except for the appointment of Trustees by the Developer as covered below, each Trustee must be a member of the Association (with the condition that a spouse of a member may be a Trustee) or a beneficiary of a member or a person that holds an interest in the member or a person duly authorised to act on behalf of a legal entity.

28.2 The first Trustees will be appointed by the Developer. The Trustees appointed by the Developer will stay in this position until the date of the first Annual General Meeting on which date they will be deemed to resign from this position without limiting their rights, should they qualify, to stand for re-election.

REMOVAL AND ROTATION OF TRUSTEES

29. Except as covered below in Clause 30 Trustees will stay in their positions until the Annual General Meeting that follows their appointment on which date all Trustees are deemed to resign without limiting their rights to stand for re-election to the Trustee Committee at such an Annual General Meeting.

30. A Trustee will be deemed to have resigned from his position, if:

30.1. he applies for judicial management, or he is provisionally or finally sequestrated by a competent Court;

30.2. he concluded any arrangement or compromise with creditors;

- 30.3. he is found guilty of any misdemeanour involving dishonesty;
- 30.4. he is found to be incompetent by a Court;
- 30.5. he submits his resignation in writing to the Secretary of the Trustee Committee;
- 30.6. he dies;
- 30.7. he is removed from his position by Special Resolution;

on the condition that any dealings in good faith by a person in his capacity as Trustee concluded while he is already deemed to have resigned will be valid unless the fact that he no longer acts as a Trustee is noted in the minutes of the Trustee Committee prior to the conclusion of the mentioned dealing.

- 31. If any vacancy exists in the Trustee Committee before the next Annual General Meeting that position may be filled by a person nominated by the remaining members of the Trustee Committee.

POSITION OF TRUSTEE

- 32. The Trustees will elect a Chairman and Vice-Chairman from themselves.
- 34. The first Chairman and Vice-Chairman will be appointed by the Developer and they will stay in position until the first Annual General Meeting that follows the date of their appointment on the condition that aforementioned position holders may be removed by the Trustees at the same time they are relieved of their duty as Trustees.
- 35. Within 7 (seven) days of the Annual General Meeting the Trustee Committee will meet and they will elect a Chairman and Vice-Chairman who will hold their positions until the next Annual General Meeting. In the situation where the position of Chairman or Vice-Chairman becomes vacant, the Trustee Committee will meet immediately to elect another member of the Trustee Committee to that position.
- 36. Except where determined to the contrary by this Constitution, the Chairman will chair all meetings of the Trustee Committee and all General Meetings of members and he will perform all duties in connection with the position of Chairman.
- 37. The Vice-Chairman will exercise the power and rights of the Chairman in the

absence, inability and unwillingness of the Chairman to perform as such. The Vice-Chairman will further perform those duties as from time to time allotted to him by the Chairman or the Trustee Committee.

38. The Trustees will be entitled to compensation for all reasonable and bona fide expenses incurred by them in the execution of or performance of their responsibilities as Trustees and/or Chairman and/or Vice-Chairman as the case may be, but except for aforementioned, they will not be entitled to any compensation or salary in respect of services rendered by them.

FUNCTIONS AND POWERS OF THE TRUSTEE COMMITTEE

39. The Trustee Committee will oversee the management and administration of the business and dealings of the Association in the manner as laid out in this Constitution and subject to the requirements of this Constitution. The Trustee Committee will further have all necessary powers to ensure the proper management of the business and dealings of the Association. The Trustee Committee will also have the power, except where powers are restricted by the Constitution, to exercise all powers of the Association and all dealings on behalf of the Association to perform what may be performed by the Association and what is not required by the Constitution to be performed by the Association in General Meeting. All powers and dealings of the Trustee Committee will be subject to the regulations issued from time to time by the Association in General Meeting.
40. The Trustee Committee will have the power from time to time to amend or cancel previous Resolutions.
41. The Trustee Committee will have the power to co-opt any member or members or any spouse of any member or members to the Trustee Committee. A co-opted Trustee will have all the rights of a Trustee and will be subject to all the responsibilities that a Trustee is subject to.
42. The Trustee Committee has the power to investigate, if they should so decide, any alleged or suspected breach of any of the terms of this Constitution by a member in such a reasonable manner as they may from time to time determine.
43. Over and above the regulations the Trustee Committee may make in accordance with Clause 23.1, the Trustee Committee may make further regulations where such regulations are not in conflict with the terms of the Constitution or regulations issued by the Association in a General Meeting.

The regulations may address the following aspects:

- 43.1 disputes in general;

- 43.2 the promotion of the objectives of the Association;
- 43.3 for the improved management of Association dealings;
- 43.4 for the promotion of members interests;
- 43.5 in respect of the meeting procedure to be followed during Trustee Committee meetings and General Meetings; and
- 43.6 what will be of assistance with the management and administration of the Trustee Committee and the Association in general;
and the Trustee Committee will also have the power to cancel any regulations issued, to change, adjust or amend such regulations.

PROCEDURE OF THE TRUSTEE COMMITTEE

- 44. The Trustee Committee may hold meetings in order to finalise its matters, postpone meetings and may in general conduct in such a manner as they may think fit subject however to the reservation that the procedures on the meetings in general be subject to the regulations of the Constitution.
- 45. Meetings of the Trustee Committee will occur at least once per quarter with the condition that if all Trustees agree in writing to waive this requirement no meeting need be held for that quarter.
- 46. The quorum for any meetings of the Trustee Committee will be 2 (two) Trustees.
- 47. The Chairman will lead all the meetings of the Trustee Committee with the reservation that should the Chairman on any of the meetings of the Trustee Committee not be present within 5 (five) minutes of the stipulated time for the commencement of the meeting, the Vice-Chairman will act as Chairman of the meeting, with the further reservation that should the Vice-Chairman too not be present at the meeting within 5 (five) minutes, those Trustees present at the meeting will be entitled to vote and appoint a Chairman for the relevant meeting, which Chairman thereafter will be entitled to all the powers and subject to all the obligations of the Chairman with reference to that meeting.
- 48. A Trustee will take written minutes of all Trustee Committee meetings. All decisions taken at the meeting must be minuted. The applicable Trustee will as soon as possible after the meeting have the minutes certified as correct by the Chairman. All minutes referred to shall, once certified by the Chairman be placed in the Trustee Committee minute book which shall be held in terms of the

law applicable to the holding of minutes of meetings of directors of companies. The Trustee Committee minute book will at all reasonable times be available for inspection by any Trustee, the Auditors, and members of the Local Authority.

49. All competent decisions recorded in the minutes of the Trustee Committee will be valid and in full force from the date of the aforementioned decision until the aforementioned decision has been revoke, except those decisions taken without the necessary authority.
50. Apart from the regulations of the Constitution, the procedure by any Trustee Committee meeting will be determined by the Chairman.
51. A decision signed by all Trustees will be just as valid as if taken at a duly constituted meeting of the Trustee Committee.

GENERAL MEETINGS OF THE ASSOCIATION

52. The Association's first Annual General Meeting will be held within one year after the transfer of the first erf by the Developer to the Purchaser thereof.
53. The subsequent Annual General Meetings will be held before 31 May of each of the subsequent calendar years. The respective Annual General Meeting will be in addition to any General Meetings held during that year and will be identified as an Annual General Meeting in notices for the meeting as issued in terms of the requirements of this Constitution.
54. Subject to conditions of this Constitution the Annual General Meeting will be held at such a time and place to give the maximum number of members the opportunity to be present.
55. All General Meetings other than the Annual General Meeting will be called Special General Meetings.
56. The Trustee Committee will schedule a Special General Meeting when they think fit and are obliged to do so where at least one-third of the members of the Association request it in writing.

NOTICE OF MEETINGS

57. An Annual General Meeting and a Special General Meeting scheduled for purposes requiring the passing of a Special Resolution requires at least 30 (thirty) days written notice to the members when decisions covering the aspects in Clause 45 is tabled.

58. A Special General Meeting not scheduled for passing a Special Resolution requires at least 14 (fourteen) days written notice to members when decisions covering the aspects in Clause 45 is tabled.
59. In each of the notice periods referred to the period will be calculated excluding the day the notice is given, and the notice shall, in addition to any requirements contained in the Constitution clearly specify the date and time of the relevant meeting together with full details about any special business or dealings that will be discussed at the meeting. The notice shall also specify the general nature of dealings to be discussed at the meeting and in the case of a Special Resolution the notice will also specify the terms and effect of the decision and the reasons for requiring approval for the decision.
60. A General Meeting of the Association shall, notwithstanding the fact that it is called within a shorter notice period than the notice periods referred to, be deemed to be duly performed where agreed to by:
 - 60.1 in the case of a meeting referred to as an Annual General Meeting, by all members entitled to attend the meeting and vote;
 - 60.2 in the case of a Special General Meeting, by a majority in number of the members with a right to attend the meeting and vote and who hold not less than 75% of the total voting rights of members.
61. No meeting shall be invalid or a decision taken at such a meeting be invalid purely:
 - 61.1 because there is inadvertently neglected to give notice of such a meeting or any decision intended to be taken at the meeting to a respective member or members;
 - 61.2. because there is inadvertently neglected to submit any document to members in the notice or during the holding of the meeting according to the requirements of the Constitution which should have been submitted;
 - 61.3. because a notice or applicable document sent to a member is not received by that member.

PLACE OF MEETINGS

62. General Meeting of the Association will be held at a place determined from time to time by the Trustee Committee.

QUORUM

63. No dealings will be finalised by any General Meeting unless a quorum is present. The quorum to be present for the holding of a General Meeting will be so many of the members entitled to vote as equals one fifth of the total available votes of members with the condition that at least 3 (three) members are personally present subject however to where there are less than 10 (ten) members the required quorum will be the Developer or his representative.
64. Should a quorum not be present within 30 minutes from the time stipulated for the commencement of the General Meeting, the meeting will be adjourned on request of members, and commence again within 30 minutes after such adjournment, and should a quorum not be present at such an adjourned meeting within 30 minutes after the members have gathered again, the members present at that meeting will be considered a quorum.

AGENDA FOR MEETINGS

65. In addition to any other matters required to be addressed at the General Meetings by the Constitution the following will be addressed at an Annual General Meeting:
- 65.1 the consideration of the Chairman's report to the Trustee Committee;
 - 65.2 the election of the Trustee Committee;
 - 65.3 the consideration of any matters raised at the meeting including any decisions proposed for acceptance by that meeting and the voting in respect of proposals;
 - 65.4 the consideration of the balance sheet and other financial accounts of the Association for the financial year of the Association that precedes the Annual General Meeting;
 - 65.5 the consideration and acceptance of the Auditor's report;
 - 65.6 the consideration of the total levy for the following financial year; and
 - 65.7 the consideration of and approval of remuneration of the Auditors for the financial year of the Association preceding the Annual General Meeting;
 - 65.8 the acceptance of regulations that the General Meeting want to issue.

PROCEDURE AT GENERAL MEETINGS

66. The Chairman will lead all General meetings with the reservation that should the Chairman on any of the meetings not be present within 5 (five) minutes of the stipulated time for the commencement of the meeting, the Vice-Chairman will act as Chairman of the meeting, with the further reservation that should the Vice-Chairman too not be present at the meeting within 5 (five) minutes, those members present at the meeting will be entitled to vote and appoint a Chairman for the relevant meeting, which Chairman thereafter will be entitled to all the powers and subject to all the obligations of the Chairman with reference to that meeting.
67. The Chairman may with the approval of the General Meeting where a quorum is present (and if so instructed by the meeting) adjourn a meeting from time to time and from place to place, but no matters will finalised on such an adjourned meeting other than the matters which could have been finalised on the adjourned meeting. When a meeting is adjourned after a period later than 10 (ten) days from the date on which the meeting was to be held notice of the adjourned meeting will be given to members in the same manner as notice was given of the original meeting. Except for the aforesaid members will not be entitled to any notice of adjournment or notice in respect of the business or matters which will be finalised at the adjourned meeting.
68. Except where indicated to the contrary in this Constitution, all General Meetings will be held in accordance with generally accepted meeting procedures.

PROXIES

69. A member may be represented at a General Meeting by a representative who does not need to be a member of the Association. The proxy must be in writing and signed by the member to be represented or his appointed agent. The proxy does not have to be in the specific format on the condition that where a member consists of more than one person all those persons must sign the proxy or where a member is a company the proxy must be signed by the Chairman of the directors of the company or the company's secretary and where a member is an association of persons the proxy must be signed by the secretary of the association and where a close corporation is the member a member of the close corporation must sign the proxy.
70. The proxy, and if applicable, the document evidencing the fact that the person signing the proxy on behalf of a legal entity or association is duly authorised must be handed in at the office at any time prior to the date determined for the start of the General Meeting or adjourned General Meeting where the representative will represent the member. No proxy will be valid after a period of 12 (twelve) months from the date on which the member or his authorised agent signed the proxy.

71. A vote cast in accordance with the terms of a proxy will be valid notwithstanding the death of the principal or withdrawal of the proxy on the condition that no indication is received in writing of the death of the principal or withdrawal of the proxy by the Trustee Committee at least 1 (one) hour before the General Meeting is scheduled to begin.

VOTING RIGHTS

72. At each General Meeting every member personally or by means of his representative will be entitled to vote and have 1 (one) vote for every erf registered in his name on the condition that if an erf is registered in the name of more than 1 (one) person, all owners of that erf will jointly have 1 (one) vote.
73. Except where specifically directed to the contrary in this Constitution, no person other than the member who has paid all amounts and levies owing to the Association will be entitled to be present and to vote in respect of any matter or decision personally or by means of a representative at a General Meeting.

74. **BUILDING SPECIFICATION AND BUILDING CODE**

Notwithstanding any building requirements or restrictions laid down by the Local Authority from time to time, the Home Owners= Association shall be bound to the Building Code and Specifications which may only be varied by special resolution of the Home Owners= Association and subsequent approval of such Plans by the George Municipality.

75. **SUBDIVISION CONDITIONS**

This agreement is subject to the following conditions laid down by die Municipality of George for the subdivision of the Remainder of Portion 35 (Rooi Hoek) of the Farm Hansmoeskraal Nr. 202 George:

- 75.1 the removal of indigenous vegetation be restricted to the areas where dwelling houses and outbuildings will be erected and that such placements be cleared with Cape Nature Conservation before hand.
- 75.2 every possible attempt be made to destroy all intruder plants that might exist on the property.
- 75.3 no fences will be erected where coastal schrub forest exists, to ensure that all wild antelope and other animals can move freely on the property.

76. **DEVELOPMENT GUIDELINES**

- 76.1 It is proposed that no more than four dwellings per portion be erected, but at all times it is subject to the approval of the Cape Nature Conservation. Construction of the dwellings must either be wooden or brick.
- 76.2 Septic tanks and French-drains will be permitted.
- 76.3 Water and electricity will be available subject thereto that the Purchaser will provide his own transformer.
- 76.4 Any activities on the property are subject to the permission by the Home Owners Association.
- 76.5 All home owners will have the use of the tidal pool and is it the intention of the developer to erect a wooden deck, which will be maintained by the home owners.

I/WE THE UNDERSIGNED _____

HEREBY DECLARE THAT I/WE HAVE READ AND UNDERSTAND THE ABOVE CONSTITUTION AND CONSIDER MYSELF/OURSELVES BOUND BY IT.

SIGNED _____

THUS DONE AND SIGNED AT _____ THIS

_____ DAY OF 2010

AS WITNESSES:

NAME

SIGN

1. _____

2 _____