

**REPUBLIC OF SOUTH AFRICA
COMPANIES ACT, 2008
MEMORANDUM OF INCORPORATION OF**

MABALINGWE COMMON PROPERTY ASSOCIATION NPC

Registration Number: 2005/015160/08

(A Non-Profit Company with voting Members,

Incorporated for a communal or group interest benefit)

("the Company")

This Memorandum of Incorporation (Mol) was adopted in accordance with a proposal by the Board and adopted by a Special resolution taken by the voting Members at a general meeting of the Company held on 9th December 2011

A handwritten signature in black ink, appearing to be 'M. Meyer', written over a faint, illegible stamp or background.

Chair

INCORPORATION:

- 1. The Company is incorporated as a Non-Profit Company, as defined in the Companies Act, 71/2008.**
- 2. The Company is incorporated in accordance with and governed by:**
 - a. The unalterable provisions of the Companies Act, that are applicable to Non-Profit Companies;**
 - b. The alterable provisions of the Companies Act, that are applicable to Non-Profit Companies,
subject to any limitation, extension, variation or substitution set out in this Mol; and**
 - c. The provisions of this Memorandum of Incorporation.**

Note 1: The Company elects in terms of section 34(2) of the Companies Act not to voluntarily comply with the provisions of chapter 3 of the Companies Act 2008.

Note 2: The Memorandum of Incorporation contained in Form CoR.15.1E of the Companies Regulations, 2011 shall not apply to the Company.

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1. Definitions of Terms

- 1.1. In this Mol the following words shall, unless the context otherwise requires, have the meanings hereinafter assigned to them:
- 1.2. "The Act" means the Companies Act 71 of 2008, as amended from time to time;
- 1.3. "Association" means The Mabalingwe Common Property Association NPC ("MCPA"), Registration No. 2005/015160/08;
- 1.4. "Auditors" means the auditors of the Association from time to time;
- 1.5. "authorised representative" means a person duly authorised to act as the representative of a Company or other corporate body;
- 1.6. "Body Corporate" means a Body Corporate in relation to a sectional title scheme in the Greater Mabalingwe Nature Reserve.
- 1.7. "Body Corporate Chairman's Forum" (BCCF) shall mean the forum convened by the participating Corporate Bodies excluding the Share Block that either have ownership or use rights in relation to the Greater Mabalingwe Nature Reserve.
- 1.8. "Board / Directors" means the Board of Directors for the time being of the Association appointed in terms of this Memorandum of Incorporation;
- 1.9. "building" means any building constructed or to be constructed that comprises a Section(s) in a Sectional Title Body Corporate, Sole ownership or a freehold property or as part of a Share Block Scheme;
- 1.10. "chalet / house / unit / dwelling unit " means an Improvement which has been or is entitled to be erected on the Land and is utilised or is to be utilised for residential purposes by a Member or Members of a Corporate Body, as further defined in the Sectional Titles Act or the Share Block Control Act which is erected and forms part of a residential scheme on the Land and any units or other buildings erected for residential purposes on an erf in a township scheme on the Land; "Chair" means the Chair of the Board;
- 1.11. "commercial enterprise" means any duly authorised and approved business which operates in accordance with the relative development plan and is conducted from the property or improvements or any portion thereof on the Land or within a Corporate Body which shall include but is not limited to, game farming, hotels, restaurants, bars and convenience stores.
- 1.12. "common areas / MCPA Common areas" means any demarcated and identified area of the land within the Greater Mabalingwe Nature Reserve where Corporate Bodies as members of the Association and their individual members may, by virtue of an agreement(s) between the Corporate Bodies and the MCPA, have and are allowed access to and use of these demarcated areas on a non-exclusive basis. The nature and extent of the demarcated areas will be approved by the members in general meeting from time to time, and by way of example includes *inter alia* common areas such as demarcated roads, walkways, communal gardens, visitors parking areas, access thereto_and egress there from, but specifically excludes the Common Property areas not included in the agreements aforementioned which are the responsibility of the various individual Corporate Bodies and further excluding such Common Property which is delineated as exclusive use area on the

Development / Sectional Title Development / Share Block plan in respect of an erf or property;

- 1.13. "common facilities"/ "MCPA Common facilities" means the facilities / areas controlled or administered by the Association.
- 1.14. "common Roads"/"Roads" means all roads to which all Members of the Association and their members, by agreement have a non-exclusive right of use of from time to time, whether by servitude lease or otherwise, or as the case may be.
- 1.15. "common services / MCPA Common Services" means all bulk services rendered to the corporate bodies by the Association, including but not limited to services in respect of the provision of water, sewerage, electricity, drainage, telecommunications, refuse removal, sewerage treatment, fire fighting, security, boundary security fencing, reception, administration, transport/roads, change-rooms and such other utilities and amenities serving the common areas, including substations, utility lines, and water reservoirs (whether or not the latter are located on the Land).
- 1.16. "Corporate Body" means a Sectional Title Body Corporate a Share Block Company, an Association, Corporate Entity, or Trust, or an Entity which has rights and obligations in respect of the use occupation and ownership in the Greater Mabalingwe Nature Reserve;
- 1.17. "Corporate Body Common Property" means such portion of land and such parts of a building or roads that are or will be designated as Common Property of the Corporate Body in question, in accordance with the provisions of the Sectional Titles / Share Blocks Control Act or the approved Development plan and which are excluded from the MCPA Common Areas;
- 1.18. "Developer" means the defined developer or its successor-in-title in terms of a specific Corporate Body or development scheme on the Greater Mabalingwe;
- 1.19. "development" means any development or improvement as provided for or defined in terms of the Share Blocks Control Act, and or the Property Time-Sharing Control Act, and / or the Sectional Titles Act or any township that has been established and / or constructed on the Greater Mabalingwe Nature Reserve;
- 1.20. "electronic communication" "electronic communication" shall bear the same meaning as set out in section 1 of the Electronic Communication and Transaction Act, 25 of 2002;
- 1.21. "entity" means any Association, Close Corporation, or Body of whatever nature that has legal persona, and any trust or partnership (only natural persons being excluded);
- 1.22. "erf" means every piece of land registered as an erf, lot, plot or stand, and includes every defined portion, not intended to be a public place, or a piece of land laid out as a township, whether or not it has been formally recognised, approved or proclaimed as such.
- 1.23. "financial year" means the financial year of the Association which shall run from 1 January in any year to 31 December in the same year unless otherwise required by law or such other period as the Board may decide;

- 1.24. "Game Management Commercial Enterprise" (GMCE) means the entity known as Mabalingwe Wild or its successors in title who conduct a commercial game farming activity on the Land.
- 1.25. "Greater Mabalingwe Nature Reserve" means the individual areas sections erven and stands co-existing within the area depicted on the Map attached hereto marked Annexure "A"
- 1.26. "improvement" means any authorised improvement(s) of a permanent nature erected, or alternatively to be erected, on the Land, to be used for any purpose whatsoever;
- 1.27. "Local Authority" means the Bela Bela (Warmbaths) Regional Services Council or its successors in title being the local authority which has jurisdiction over the area from time to time;
- 1.28. Mabalingwe Nature Reserve Share Block / MNRSB means the registered owner of the property known as the farm Boschpoort 550KR comprising individual timeshare units, the commercial and administrative complexes and staff/personnel housing.
- 1.29. "manager" means any person or entity appointed by the Association to manage the affairs of the Association;
- 1.30. "Managing Agent" means any person or entity appointed by the Association as an independent contractor to undertake any of the functions of the Association;
- 1.31. "MCPA Levy" / "Levy" / "Special Levy" means the amount raised from time to time by the Association on its members to fund the operating costs and reserve provisions of the Association.
- 1.32. "Memorandum of Incorporation" "Mol" means the Memorandum of Incorporation of The Mabalingwe Common Property Association NPC embodied in this document with the annexures hereto, amended as it may be in terms hereof, from time to time;
- 1.33. "member" means a member for the time being of the Association, admitted as such in terms of this Mol.
- 1.34. "month" means a calendar month;
- 1.35. "Municipal value" in relation to any land or buildings means the valuation from time to time of such land and buildings for municipal rates purposes, but if at any time any land or building has not been valued for rates purposes, then until such valuation has been determined, the valuation shall for the purposes of this Memorandum be deemed to be the following:
 - 1.35.1. in the case of land, the valuation determined on the same basis on which similar land in the Greater Mabalingwe Reserve has been valued for rates purposes;
 - 1.35.2. in the case of a building, the valuation determined on the same basis on which similar buildings in the Greater Mabalingwe Reserve have been valued for rates purposes, and in the event of a dispute as to the deemed valuation or determination thereof such dispute shall be determined by the Auditors (acting as experts and not arbitrators) whose determination shall be final and binding.
- 1.36. "Nature Reserve / Reserve" means the land / area(s) of the Greater Mabalingwe Nature Reserve which fall within or are part or subject to such authority of the Association as set out

herein, upon which land, *inter alia* the share block and sectional title developments are established;

- 1.37. "Nature Reserve Rules" means the rules established from time to time by the Association to provide for the use and enjoyment of the common areas, the common facilities and the Common Property by the Members and or occupiers and to promote the harmonious co-existence of all owners and occupiers in the Reserve, which rules are annexed hereto marked annexure "C", and which may be amended, substituted or added to by the Board from time to time;
- 1.38. "office" means the administrative office of the Association;
- 1.39. "Ordinary Resolution" means a resolution taken at a meeting, at which a quorum is present, by a majority of least 50% of the votes present or represented by proxy and entitled to vote.
- 1.40. "owner" means the registered owner of a portion, Section, Share and/or Unit or Erf;
- 1.41. "paid" includes "credited as paid";
- 1.42. "prime rate" means the publicly quoted basic rate of interest per annum at which ABSA Bank lends monies in South African Rand on unsecured overdraft to first class corporate borrowers in general from time to time, on the basis that such interest is compounded monthly in arrears and calculated on a 365 (three hundred and sixty five) day year factor, irrespective of whether or not the year is a leap year (and which said rate of interest is at times also referred to as the prime commercial overdraft rate of interest), as certified by any officer of ABSA Bank whose appointment and authority it shall not be necessary to prove;
- 1.43. "property of the Association" means the movable or immovable property owned by the Association from time to time, or any such other properties in which the Association may acquire rights;
- 1.44. "proxy" means a person duly appointed by a Member, in terms of the provisions of this Memorandum of Incorporation, to represent it at any meeting or resumption of any meeting which has been postponed; reference to Members represented by proxy shall include Members represented by a person appointed under a general or special power of attorney and reference to Members present or acting in person shall include Corporate Bodies represented or acting in the manner prescribed in the Statutes;
- 1.45. "register" means the register of Members to be kept in accordance with section 24(4) and Schedule 1 item 1(9) of the Act;
- 1.46. "Republic" means the Republic of South Africa;
- 1.47. "schemes" means the various share block and sectional title schemes and township developments established or to be established on and operated or to be operated in respect of the Greater Mabalingwe Nature Reserve;
- 1.48. "secretary" includes any person appointed from time to time to perform the duties of Secretary;
- 1.49. "Statutes" means the Companies Act. No 71 Of 2008, the Share Blocks Control Act. No 59 of 1980, the Sectional Titles Act. No 95 of 1986 and the Property Time-Sharing Control Act. No 75

of 1983 and any and every other statute or ordinance from time to time in force concerning companies and the corporate bodies or any part thereof, and necessarily affecting the Association;

- 1.50. "Sectional Plan" means the sectional plan in respect of any portion or Erf and / or Building in terms of the provisions of the Sectional Titles Act and approved by the Surveyor General;
- 1.51. "Sectional Titles Act" means the Sectional Titles Act No. 95 of 1986, as amended from time to time;
- 1.52. "Sectional Title Scheme" means any sectional title scheme established in terms of the Sectional Titles Act on any property or Erf;
- 1.53. "Share Blocks Act" means the Share Blocks Control Act no 59 of 1980 as amended from time to time;
- 1.54. "Share Block Scheme" means any Share Block scheme established in terms of the Share Blocks Act on any portion or Erf.
- 1.55. "Special Resolution" means a resolution taken at a meeting where a quorum of at least 60% of the total votes of the Association are represented, and at least 75% of the votes so represented in person or by proxy and entitled to vote carry the vote, and such resolution is filed in terms of the provisions of the Act".
- 1.56. "The Land" means:
 - 1.56.1. the land or any portion thereof which forms part of the properties duly included in the Association and on which and in respect of which a development scheme has been established on the property commonly known as the Nature Reserve; and
 - 1.56.2. Any adjacent land or portion thereof on which a development scheme or other development is established and with which entity or person the Association has contracted to co-operate and or accepted as a member;
- 1.57. "Time share scheme" means a property timesharing scheme as defined in the Property Time Sharing Control Act No. 75 of 1983 as amended from time to time;
- 1.58. "Vice-chair" means the vice-chair of the Board of directors.
- 1.59. "writing" shall include printing, typewriting, lithography, or any other form of electronic communication process, or partly one and partly the other.
- 1.60. "year" means a calendar year

2. INTERPRETATION

- 2.1. In the interpretation of this Mol and unless contrary to or excluded by the subject or context;
- 2.2. Any word herein signifying"
 - 2.2.1. the singular shall include the plural and vice versa
 - 2.2.2. The one gender shall include the other two (2) genders;
- 2.3. Words and expressions defined in any article herein shall, for the purpose of that article and in subsequent articles, unless inconsistent with the context, bear the meaning assigned to such words and expressions in the article in question;

- 2.4. When any number of days is prescribed in this Mol, the same shall be reckoned as clear business days i.e. shall exclude the first and the last day;
- 2.5. Where figures are referred to in words and in numerals, if there is any conflict between the two, the words shall prevail.
- 2.6. If any provision of this Mol 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 Mol;
- 2.7. if any provision in a definition in this Mol is a substantive provision conferring rights or imposing obligations on any of the Members then, notwithstanding that it is only in the definition article of this Mol, effect shall be given to it as if it were a substantive provision in the body of this Mol;
- 2.8. The headings to the respective Articles are for reference purposes only, and shall not be taken into account in the interpretation of this Mol
- 2.9. In the event of any provision of this Mol being unenforceable for any reason whatsoever, then such provision shall be deemed to be separate and severable, without in any way affecting the validity of the remaining provisions.
- 2.10. All annexures to this Mol shall be deemed to be part of it as if specifically therein embodied.
- 2.11. This Mol shall, in all respects, and in regard to all the matters arising there from, be governed by the laws of the Republic of South Africa.
- 2.12. Should the provisions of this Mol conflict with the rules relating to a Corporate Body, then the letter, spirit and intention of this Mol and the Nature Reserve rules made in accordance herewith in respect of the usage of the MCPA Common Areas shall take precedence and shall as far as legally possible be appropriately implemented.
- 2.13. Expressions defined in the Companies Act, or any statutory modification thereof, in force at the date on which this Mol becomes binding on the Association shall, if not clearly inconsistent with the subject or context of this Mol, have the meanings so defined.

3. STATUS

- 3.1. The Association shall:
 - 3.1.1. have a legal personality, and be capable of suing and being sued in its own name;
 - 3.1.2. not operate for profit for the benefit of the Members;
- 3.2. No Member in its personal or corporate 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 Board Members;

4. OBJECTS AND PURPOSE OF THE COMPANY

- 4.1. The main purpose of the Association is to act as an Association of the various participating corporate bodies which comprise the MCPA within the greater Mabalngwe Nature Reserve; and to promote, sustain and advance the communal and group interests of its Members.
- 4.2. The Association shall have the following objects in respect of all matters under its authority:

- 4.2.1. to administer, manage, oversee, maintain and control the MCPA Common Areas, MCPA Common Services, MCPA Roads and MCPA Common Facilities;
- 4.2.2. to manage, oversee and control all security aspects;
- 4.2.3. to enter into agreements for the provision of services, which may inter alia include but not be restricted to the provision of water, electricity, sewerage, roads, security, reception and administration services to the various Corporate Bodies within the Greater Mabalingwe Nature Reserve;
- 4.2.4. to administer and enforce the Reserve Rules with due regard to the rights and obligations of the various Corporate Bodies and the GMCE;
- 4.2.5. to enter into agreements of use / traversing or servitude over portions of land within or outside the Nature Reserve for the benefit of its Members;
- 4.2.6. to control and ensure compliance within the Nature Reserve with all conditions imposed by the Local Authority in respect of the development and operational plan of a Private Game Reserve;
- 4.3. Without limiting the generality of article 4.1 or detracting from the specific purpose set out above, the Association shall in addition:
 - 4.3.1. approve and oversee the Game Management Plan, submitted from time to time by the GMCE;
 - 4.3.2. oversee, maintain and control the veld management plan for the Nature Reserve, ensure in general that high standards are adhered to and to regulate and control the harmonious development of the Nature Reserve;
 - 4.3.3. promote, advance and protect the Nature reserve and the interests of the Association and all its Members;
 - 4.3.4. Administer and collect the MCPA Levies from its Members;
- 4.4. The Association, through the Board, and the managing Agent, shall have all the powers that are necessary to accomplish the fulfilment of the foregoing objects including, but not restricted to, the powers specifically contained in this MoI.
- 4.5. Notwithstanding the omission from this MOI of any provision to that effect, the Association may do anything which the Companies Act empowers an Association to do if so authorised by its Memorandum of Incorporation.

5. CONDITIONS

- 5.1. The Company shall ensure that substantially the whole of its activities are directed to the furtherance of its main purpose and stated objects.
- 5.2. The Company must not in terms of Schedule 1 item 1(3) of the Act:
 - 5.2.1. directly or indirectly, pay any portion of its income or transfer any of its assets, regardless of how the income or asset was derived, to any person who is or as an incorporator of the Company, or who is a Member or Director, or person appointing a director, of the Company, except as:

- 5.2.2. reasonable remuneration for goods delivered or services rendered to, or at the direction of the Company; or
 - 5.2.3. reasonable payment of, or reimbursement for, expenses incurred to advance a stated object of the Company; or
 - 5.2.4. as a payment of an amount due and payable by the Company in terms of a *bona fide* agreement between the Company and that person or another; or
 - 5.2.5. as a payment in respect of any rights of that person, to the extent that such rights are administered by the Company in order to advance a stated object of the Company; or
 - 5.2.6. in respect of any legal obligation binding on the Company.
- 5.3. The Company shall utilise substantially the whole of its funds and assets to advance the objects for which it has been established.

6. MEMBERS

- 6.1. Membership of the Association shall be limited to:
- 6.1.1. The Mabalingwe Nature Reserve Share Block Company Reg No 1987/005591/06) ("the Share Block Member");
 - 6.1.2. The various participating Bodies Corporate enlisted and approved as members of the Association ("the Body Corporate Members");
 - 6.1.3. Persons and or Corporate Bodies who use or intend to use or offer usage to the Greater Mabalingwe Nature Reserve and who are admitted to Membership of the Association by the Directors on such terms and conditions as the Board may from time to time deem fit.
- 6.2. No person(s) other than a person(s) referred to in 6.1 shall be entitled to be a Member of the Association.

7. REGISTER OF MEMBERS

- 7.1. The Association shall maintain at its registered office a register of Members of the Association as provided in Section 24(4) of the Act. The register of Members shall be open to inspection, as provided in Section 25(1)(e) of the Act.

8. MEMBERSHIP ADMISSION

- 8.1. An application for Membership, specifying the class of Membership required, shall be made to the Board in writing on the form and accompanied by the affiliation fee prescribed by the Association from time to time.

9. TRANSFER OF MEMBERSHIP

- 9.1. Membership of the Association shall not be transferable or assignable.

10. THE RIGHTS AND OBLIGATIONS OF MEMBERS:

- 10.1. Every Member is obliged to comply with:
- 10.1.1. the provisions of this MoI and any regulations passed by the Association in terms hereof;
 - 10.1.2. the provisions of the MCPA Reserve Rules;

- 10.1.3. any directive given by the Board in enforcing the provisions of this Mol;
- 10.1.4. The rights and obligations of a Member are not transferable;
- 10.1.5. Every Member shall to the best of its ability further the objects and interests of the Association;
- 10.1.6. The Members shall in terms of the levy provisions be jointly liable for expenditure incurred in connection with the Association as more fully referred to hereunder.
- 10.1.7. A Member is required to ensure that the Members of the Corporate Body and or occupant of an Erf or Unit whether such occupation arises from an agreement of lease or otherwise, comply with all applicable provisions of this Mol and the MCPA Rules.

11. TERMINATION OF MEMBERSHIP

- 11.1. A Member's Membership of the Association shall cease:
 - 11.1.1. upon the issue of a final order of liquidation or sequestration of the Member concerned;
 - 11.1.2. in the event of non-compliance with any obligation attaching to Membership; provided that a period of 1(one) month written notice shall have been previously given by the Association to the Member concerned, requiring the Member to remedy the default and provided further that the Member shall have failed to remedy the default;
 - 11.1.3. upon the date set out in a notice issued by the Association to the effect that the Board, has subject to the provisions of article 12.1.2 unanimously agreed to terminate the Membership of the Member concerned.

12. GENERAL OBLIGATIONS AND DUTIES

- 12.1. The Association shall in the execution of its obligations and duties have the reasonable right to convey water, electricity, sewerage, telephone information technology, telecommunication, security communication, and any other services to and over the Land and shall have the reasonable right of access to such premises or structures as may be necessary for the purposes of installing, replacing and/or repairing such services.
- 12.2. The Members shall allow reasonable access and provide their co-operation to employees or representatives of the Association into the Buildings or Units for purposes of installing maintaining any pipes or equipment or in general implementing any of the systems necessary for the conveyance or provision of the services referred to in Article 13.1 above.

- 12.3. The Association shall have the reasonable right to register servitudes of right of way and/or servitudes for the conveyance of electricity, water, sewerage, telephone lines, information technology, security systems and any other type of services and / or servitudes of encroachment or servitudes in respect of any common walls or structural support or any other servitudes in respect of any other type of use over any Erf, Unit, Building or Common Property in any Sectional Title / Share Block Scheme in favour of the Association or in favour of any adjoining Erf or any other part of the Development that in the opinion of the Board is reasonably necessary for the proper functioning of the development of the whole or any part of the Reserve. However such registration will always be subject to the prior written approval of the registered owner of the affected erf and the entity or Corporate body concerned.

13. MEMBERS TRAVERSING AND USE RIGHTS

- 13.1. The right of members and their respective members to traverse over the demarcated property or the property managed by the Association shall be exercised on such terms and conditions as the Members of the Association may determine in a General Meeting called for the purpose of "Establishing / amending the rules for the utilisation of the traversing rights by each category of Member" and this right is subject to the condition that such Member's levies and service fees due to the Association are paid in full.
- 13.2. The right of members and their respective members to use the common areas / property / facilities managed by the Association and the purposes for which it may be used, and the physical division and allocation of the property shall be exercised on such terms and conditions as the Members of the Association may determine in a General Meeting called for the purpose of "Establishing / amending the rules for the utilisation of the Common Property by each category of Member" and this right is subject to the condition that such Member's levies and service fees due to the Association are paid in full.

14. THE RESERVE RULES

- 14.1. The Reserve Rules constitute an integral part of this Mol.
- 14.2. It is recorded that the Reserve Rules, read together with the management rules, contain the procedures, requirements and guidelines to be adhered to by every Member and its underlying members.
- 14.3. No Corporate Body shall adopt any conduct rules in terms of section 35(1) (b) of the Sectional Titles Act which are in conflict with any of the Reserve Rules, unless the prior written consent of the Board has been obtained thereto.

15. SERVICES

15.1. WATER:

- 15.1.1. The Association shall subject to availability supply each Corporate Body and its Members with water from the available water supply point(s) / borehole(s), the cost incurred by the Association in respect of the delivery thereof shall be recovered from Members as part of the

MCPA Levies, or as an additional charge as may be reasonably recoverable from the Member ;

- 15.1.2. The cost shall include all costs of and incidental to such supply including the cost of installation, maintenance and servicing of pipelines, pumps, meters, equipment and materials, replacements and personnel;
- 15.1.3. Water for the Common Areas shall be supplied by the Association and the cost incurred by the Association in respect thereof shall be recovered from Members as part of the MCPA Levies;
- 15.1.4. Where water charges are calculated and payable in terms of this article 15, any value added tax payable and charged in respect of the supply of such water shall be paid by the Corporate Body or Member in question.

15.2. **ELECTRICITY:**

- 15.2.1. Lighting on MCPA Common Areas shall be supplied by the Association and the cost incurred by the Association in respect thereof shall be recovered from Members as part of the MCPA Levies;
- 15.2.2. Electricity for consumption by Members is supplied in bulk by the Local Authority to the Association in terms of a network reticulation system originally installed by the Developer and is distributed by the Association to the Members.
- 15.2.3. Accounts for the supply of electricity shall be rendered to and be payable by the Members to the Association; and such payment will be subject to the rules applicable to the payment of electricity fees as decided by the Directors from time to time
- 15.2.4. Electricity for communal lighting on the Corporate Body's Common Property not forming part of MCPA Common Areas shall be purchased and paid for by the Corporate Body.

15.3. **SECURITY AND COMMUNICATIONS:**

- 15.3.1. The Association shall in relation to its Members be responsible for security, all internal communication (intercoms, 2 way radio's, gates, gate booms, etc.) within the Nature Reserve and will take such steps necessary to provide and maintain appropriate security measures for the Reserve;
- 15.3.2. The cost incurred by the Association in respect thereof shall be recovered from Members as part of the MCPA Levies;
- 15.3.3. In the event that the Association is requested or of necessity utilises the services of an external service provider to provide or assist in the security service in respect of a specific Member(s) then in such case the additional charge (if any) may be reasonably recoverable from the Member(s) ;
- 15.3.4. All Members shall co-operate with the Association when installing and maintaining security systems to ensure that as far as practically possible that they will integrate with the security systems of the Association;

15.3.5. All Members shall allow the Association or its employees reasonable access to their Common Property to install, maintain and operate such security systems;

15.3.6. It is recorded that for purposes of a cohesive and effective security system for the Reserve, and in the best interests of all Members, Members are requested to seek input and guidance from the Association or its managing agent to facilitate the integration of security systems.

15.4. **SEWERAGE:**

15.4.1. It is recorded that currently the Association does not provide a sewerage service to its Members, however in the event of the Association providing sewerage services at a future date, an account shall be rendered to the Members in respect thereof. The Association will in such event include in its levy account rendered to Members a contribution for sewerage services.

15.5. **FIRE FIGHTING:**

15.5.1. The Association shall use its best endeavours to provide a basic fire fighting service to each Member, and the cost incurred by the Association in respect thereof shall be recovered from Members as part of the MCPA Levies,

15.5.2. In the event that the Association is compelled to utilise the services of an external service provider to assist in the fire fighting service in respect of a specific Member(s) then in such case the additional charge (if any) may be reasonably recoverable from the Member(s) ;

15.5.3. The cost of the basic fire fighting service shall include all costs of and incidental to such supply including the cost of fire prevention, fire fighting equipment and materials, fire fighting and safety training, replacement and maintenance of fire fighting equipment and personnel costs;

15.5.4. Where fire fighting charges are calculated and payable in terms of this article 15, any value added tax levied in respect of the supply of such service shall be paid by the Corporate Body or Member in question.

15.6. **FENCES**

15.6.1. The Association shall ensure the maintenance replacement and inspection of the current boundary fences within its control and the cost incurred by the Association in respect thereof shall be recovered from Members as part of the MCPA Levies.

15.7. **MAINTENANCE OF MCPA COMMON AREAS:**

15.7.1. Landscaping and gardening and the on-going maintenance of Common Areas shall be the responsibility of the Association, and the cost incurred by the Association in respect thereof shall be recovered from Members as part of the MCPA Levies.

16. MCPA LEVIES:

- 16.1. The Board shall establish and maintain a levy fund (to be known as the MCPA levy fund) in its name in respect of the services levies (including special levies) and shall impose a levy for the purposes of meeting the expenses to manage, control and maintain the reserve, the property of the Association, the MCPA common areas, the MCPA common facilities, to promote, advance and protect the communal interests of the Members of the Association, and to provide services to its Members or other Corporate Bodies or entities (contracted parties).
- 16.2. The Board shall from time to time impose a levy upon the Members and any contracted parties for the purpose of meeting all the expenses which the Association has incurred, or to which the Board reasonably anticipates the Association will be put (including expenditure of a capital nature) in the pursuance of article 16.1 and of its main objects and by way of management, maintenance, repair, improvement, security and keeping in good order and condition the roads, dams, parking areas, fences, boreholes utilities, services and other common facilities, and/or other charges payable by the Association in respect of any land vested in it, and/or for the services rendered to it, and/or for the payment of the salaries and/or wages of the employees of the Association, and by way of maintenance, repair, and keeping good order and condition of plant, equipment, appliances and other movables utilised in connection with the service provided, and generally for the payment of all expenses necessarily or reasonably incurred in connection with the management of the Association, the reserve 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 including all charges and expenses incurred in respect of all MCPA Common Services, but excluding any expenses relating to such services or expenses recoverable by any Corporate Body from its Members by way of levies.
- 16.3. The Board shall include in such levy, an amount to be held in reserve (the "MCPA levies reserve fund") to meet anticipated future expenditure not of an annual nature, including without limitation, reasonable provision for future Capital expenditure and or maintenance and repairs.
- 16.4. The Board, after consulting with the different Corporate Bodies and contracted parties, shall not less than 90 days prior to the end of each financial year, notify every Member at the address chosen by it, of the MCPA levy and of the amount which shall be required by the Association to meet with expenses during the following financial year, and shall specify separately such estimated deficiency, if any, as shall result from the preceding year.
- 16.5. The levy notice to each Member and contracted party shall specify the terms and condition of payments of the MCPA levy.

- 16.6. In calculating the MCPA levies payable by the Members, the Board shall as far as is reasonably practicable exclude those expenses which are incurred by the Association directly for the benefit of a particular Corporate Body as these would be the liability of the Corporate Body in terms of the particular development scheme;
- 16.7. Each Member or such other contracted party or other entity not being a member, shall, as consideration for the specific services rendered by the Association to them, in respect of the MCPA Common Areas, MCPA Common Services and MCPA Common facilities as contemplated in article 15, 16.2 and 16.3 be liable to contribute to the budgeted expenses of the Association in proportion to the number of chalets/houses comprising and contained within the member's and or the contracted parties scheme in relation to the sum total of all the chalets/houses forming part of the Members and such contracted parties schemes.
- 16.8. The calculation of the levy apportionment and contribution contained in article 16.7 may be amended from time to time upon acceptance by majority resolution of at least 85% of all the Directors of the Association. On condition that one Member shall not be prejudiced or benefited over another Member.
- 16.9. Subject to the provisions of article 16.5 every such levy shall be payable monthly in advance on the first day of the Month in the event of the Board for any reason whatsoever failing to prepare and serve the notice timeously, every Member shall until receipt of such notice continue to pay the MCPA levy previously imposed, and shall after such notice pay such levy and arrears specified in the notice.
- 16.10. The Association may, from time to time, by a resolution adopted by the Board, make special levies upon Members and or contracted parties effective from the date of passing of the applicable resolution in respect of such expenses referred to in article 16.2 and 16.3. which have not been included or exceed the estimate provided for in the MCPA levies approved in terms of article 16.1 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 Board may determine in its resolution and shall not necessarily be applied strictly in the ratio and proportion set out in Article 16.7
- 16.11. The decision of the Board in calculating such special levies shall be final and binding on all Members;
- 16.12. The Board shall be empowered, in addition to such other rights as the Association may have in law as against its Members, to charge interest at the ABSA Rate plus 3% (percentage points) on any arrear amounts payable by a member which interest will be calculated from the due date on the balance of such amounts owing from time to time until it has been paid in full and to determine the service charges and administration fees in connection herewith.
- 16.13. Any amount due by a Member by way of a levy, interest or any other amounts owing by that Member to the Association shall be a debt due by it to the Association. The obligation of a Member to pay levies and interest shall cease upon it ceasing to be a Member without prejudice to the Association's right to recover arrear levies and interest and / or any other amount owing by that Member to the Association.

- 16.14. No levies or interest paid by a Member shall under any circumstances be repayable by the Association upon it ceasing to be a Member. A Member's shall be liable as from the date upon which it becomes a Member. No Member shall (unless otherwise determined by the Board) be entitled to any of the privileges of Membership including such Member's rights of access to the property unless and until it shall have paid every levy and interest thereon, and any other sum (if any) which may be due and payable to the Association.
- 16.15. The Board shall present the budgeted expenditure referred to in 16.1 to the annual general meeting of the Association;
- 16.16. Each Corporate Body shall be responsible to collect the Association's Levies pertaining to the Members of that Corporate Body from its Members;
- 16.17. If any Corporate Body / Member fails to make payment on due date of levies and/or other amounts payable by such Member including interest, the Association may give the defaulting Corporate Body / Member 14 (Fourteen days) written notice requiring it to remedy such failure within such period and should it fail timeously to make such payments, the Association may institute 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.
- 16.18. No Member shall (unless otherwise determined by the Board) be entitled to any of the privileges of Membership including:
 - 16.18.1. its right of access to and use of any of the Common Areas;
 - 16.18.2. its right to vote;
 - 16.18.3. until it shall have paid every levy and interest thereon and any other amount which may be due and payable by it to the Association.
- 16.19. The Association shall not be obliged to maintain any Common Property which is not part of the MCPA Common Areas as defined. Those portions of the Common Property shall be administered and maintained by the Corporate Bodies in question in accordance with the provisions of this Mol and the Sectional Titles Act and or the Share Blocks Control Act.

17. MANAGING AGENT

- 17.1. The Managing Agent shall be appointed by the Board of Directors,
- 17.2. The Board shall appoint such Managing Agent in terms of a written contract from time to time, to control, manage and administer the Reserve and to exercise such powers and duties as may be entrusted to the Managing Agent, including the power to raise collect MCPA levies;
- 17.3. The Board Members shall ensure that there is included in the contract of appointment of a Managing Agent, a provision to the effect that if the Managing Agent is in breach of any of the material provisions of his contract or if he is guilty of conduct which at common law would justify the termination of a contract between master and servant, the Board Members may, on due notice, cancel such contract of appointment and the Managing Agent shall have no

claim whatsoever against the Board Members and/or the Association as a result of such cancellation;

- 17.4. The decision to terminate the Managing Agent's agreement shall only be taken and validly confirmed by Special Resolution of the Association at a General Meeting.
- 17.5. Any Managing Agent so appointed shall:
 - 17.5.1. keep full records of his administration and shall report to the Board on all matters which in its opinion may materially affect the Association;
 - 17.5.2. attend all meetings of the Association and the Board of Directors.

18. AUTONOMY WITHIN THE DEVELOPMENT

- 18.1. The Greater Mabalingwe Nature Reserve has been developed as a linked development, it being the intention that, subject to the provisions of this Mol;
 - 18.1.1. each Development Scheme, Sectional Title or Share Block Scheme will be autonomous;
 - 18.1.2. each development Scheme established or to be established within the Development will be an autonomous legal entity with its own sectional plan, rules and Body Corporate or Share Block Company;
- 18.2. Each Corporate Body will be responsible for the cost of maintaining its own Common Property which is not part of MCPA Common Areas and will be responsible for payment of all costs and expenses relating thereto, including rates and taxes and other municipal charges.

19. GAME MANAGEMENT PLAN

- 19.1. It is recorded that the Nature Reserve area is part of the Greater Mabalingwe Nature Reserve, and that the game farming activities are managed and funded by the Game Management Commercial Enterprise (GMCE), subject to the provisions of any such agreements entered into between the GMCE and /or the Corporate Body's and / or the Association, with the ultimate aim and intention of the Greater Mabalingwe Nature Reserve being incorporated and or registered as a Private Nature Reserve.
- 19.2. The essence of the agreement in respect of game management and rights relating thereto may from time to time be amended by agreement between the GMSE and the Association in general meeting by special resolution.
- 19.3. The policy concept for the game management plan and the Veldt Management plan is to provide reasonable opportunities for the Members their guests or invitees or the occupants of the Chalets to traverse the Nature reserve and view its fauna and flora within the culture of a Nature reserve while recognising the presence of other Members / occupants and the uniqueness of the environment and the rules relating to such usage;

- 19.4. It is recorded that the operation of the Greater Mabalingwe Nature Reserve is under the control or jurisdiction of all the Corporate entities and the Association, and any Member or any resident within a Development Scheme or any visitor to any premises situated within the Greater Mabalingwe Nature Reserve shall be subject to the rules appertaining to same as well as those and determined and governed by agreements and/or servitudes, or those to be entered into, between the various Corporate Bodies and or the GMCE.

20. GENERAL MEETINGS:

- 20.1. The Company shall hold an Annual General Meeting once in every calendar year, but no more than fifteen (15) months after the date of the previous Annual general meeting, or within an extended time allowed by the Companies Tribunal, on good cause shown.
- 20.2. The Directors shall have the power to convene other general meetings of the Company at such time and place as the Directors determine.
- 20.3. The Directors shall also convene other general meetings where a requisition is made by the number of Members of the Company as required by the Act, failing which such a meeting may be convened by the requisitionists themselves in accordance with the Act.
- 20.4. General meetings convened in accordance with sections 61 and 64 of the Act shall be held at such time and place as is determined in terms of those sections.

21. NOTICE OF GENERAL MEETINGS

- 21.1. Subject to the provisions of the Act
- 21.1.1. not less than 15 business days' notice in writing of an Annual general meeting or of a general meeting at which a Special resolution is to be proposed, shall be given to all Members;
- 21.1.2. not less than 10 business days' notice in writing of any other general meeting shall be given to all Members.
- 21.2. The notice period stated above shall be exclusive of the day on which the Notice is served or deemed to be served and exclusive of the date of the meeting.
- 21.3. The notice of a general meeting shall state –
- 21.3.1. the date time and place of that meeting;
- 21.3.2. the general purpose of the meeting, and
- 21.3.3. the matters which will be considered, and may be voted on, at such meeting.
- 21.4. If applicable any specific purpose contemplated in section 61 (3) (a) of the Act, including a copy of any proposed resolution of which the Company has received notice and which is to be considered at the meeting confirming the percentage of voting rights that will be required for that resolution to be adopted;
- 21.5. The Directors may provide for participation by Members by electronic communication as set out in section 63 of the Act.
- 21.6. A meeting of the Company 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 all

of the Members present having a right to attend and vote at the meeting.

- 21.7. The inadvertent omission to give notice of a meeting to, or the non-receipt of a notice of a meeting by any person entitled to receive such notice, shall not invalidate the proceedings at that meeting.

22. PROCEEDINGS AT GENERAL MEETINGS

- 22.1. A meeting convened in terms of article 20.1 must, at a minimum, provide for the following business to be transacted:
- 22.1.1. Presentation of—
- 22.1.1.1. the Directors' Report;
- 22.1.1.2. the Financial Statements for the immediately preceding financial year;
- 22.1.2. Election of Directors;
- 22.1.3. Appointment of an Auditor/Accountant for the ensuing financial year; and
- 22.1.4. Other business lain before it.
- 22.2. Subject to the provisions of the Act, no business shall be transacted at any general meeting unless a quorum of Members is present at the time when the meeting proceeds to business. Save as herein otherwise provided, a quorum at any general meeting shall be no less 50% (fifty percent) of all the voting rights that are entitled to be exercised in respect of at least one matter to be decided at the meeting and at least the Share Block Member and 3 (Three) Body Corporate Members entitled to vote are represented at the commencement and throughout the meeting.
- 22.3. If within half an hour after the time appointed for the meeting a quorum is not present the meeting, if convened upon the requisition of Members, shall be dissolved, in any other case it shall stand adjourned to a date 7 (seven) days later and if at such adjourned meeting a quorum is not present within half-an-hour after the time appointed for the meeting, the Members present in person or by Proxy shall be a quorum.
- 22.4. The Chair of the Board of Directors shall preside as Chair at every general meeting of the Company.
- 22.5. If at a general meeting there is no Chair or the Chair is not willing to act or is not present within 15 (fifteen) minutes after the time appointed for holding the meeting, 1 (one) of the appointed Directors present shall be Chair of the meeting.
- 22.6. Subject to the provisions of the Act, the Chair of the meeting may, with the consent of the majority of Members present at any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting at which the adjournment took place.
- 22.7. A general meeting shall, notwithstanding that it is called by shorter notice than that specified in this Mol, be deemed to have been duly called if it is so agreed by a majority in number of the Members having a right to attend and vote at the meeting, who hold not less than ninety five per centum of the total voting rights of all the Members;

- 22.8. A general meeting shall not be entitled to deal with special business, the general nature of which has not been notified.
- 22.9. A Corporate Body as a Member of the Company may, in the appropriate manner, nominate any person it deems fit to act as its authorised representative at any general meeting and such authorised representative shall be entitled to exercise the same rights and powers which that Company would have had at that meeting if it were a natural person and present in person or by Proxy.

23. VOTES OF MEMBERS AT GENERAL MEETINGS

- 23.1. At any meeting of the Company:
- 23.1.1. Each Member in the sectional title or whole owners Members group shall be entitled to 1 (one) vote per each dwelling unit forming part of the sectional title scheme;
- 23.1.2. The share block Member shall be entitled to 1 (one) vote in respect of each dwelling unit forming part of the share block scheme;
- 23.2. Members in arrears will not be entitled to vote.
- 23.3. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll has been called as per article 23.7 below. The effect of such poll shall be to rescind the resolution decided on a show of hands.
- 23.4. On a vote on a show of hands each Member or Proxy shall have 1 (one) vote
- 23.5. On a poll each member shall have the number of votes allocated in accordance with Articles 23.1.1 and 23.1.2 above.
- 23.6. If a poll is demanded, it shall be taken in such manner as the Chair may direct and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 23.7. A poll may be called or demanded (before or after the declaration of the result of the show of hands by:
- 23.7.1. the Chair of the meeting; or
- 23.7.2. by at least 5 (five) Members present in person or by Proxy having the right to vote at meetings; or
- 23.7.3. by any Member or Members present in person or by Proxy having the right to vote at the meeting and representing not less than 10% (ten percent) of the total voting rights of all Members having the right to vote at the meeting.
- 23.8. Any demand for a poll may be withdrawn.
- 23.9. Where a poll is not demanded a declaration by the Chair of the meeting that a resolution has been passed as well as a making of an entry to that effect in the book containing the minutes of the proceedings of general meetings, shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against such resolution, that the resolution was so passed.
- 23.10. In the case of an equality of votes, the Chair of the meeting shall not have a second or casting vote and the resolution shall be deemed not to have been passed.

- 23.11. Any objection to the admissibility of a vote on a show of hands or on a poll shall be raised at the general meeting at which that show of hands or poll is to take place or takes place. That objection shall be determined by the Chairman of that general meeting and his decision thereon shall be final and binding. Accordingly any vote not disallowed at that meeting shall be valid for all purposes.
- 23.12. A resolution shall not be invalid because a vote which should not have been included has been taken into account unless, in the opinion of the Chairman of that meeting (whose decisions thereon shall be final and binding), the exclusion of that vote would have altered the result of the voting on that resolution. Conversely a resolution shall not be invalid because a vote which should have been included has not been taken into account unless in the opinion of the Chairman of that meeting (whose decisions thereon shall be final and binding) that the inclusion of that vote would have altered the result of the voting on that resolution.

24. RESOLUTIONS

- 24.1. For an ordinary resolution to be adopted at a Members meeting, it must be supported by more than 50% of the Members who voted on the resolution, as provided in section 65 (7) of the Act.
- 24.2. For a Special resolution to be adopted at a Members meeting, it must be supported by at least 75% of the Members who voted on the resolution, as provided in section 65 (9) of the Act.
- 24.3. A Special resolution adopted at a Members meeting is required in addition for:
- 24.3.1. amendment the Company's Mol to the extent required by section 16 (1) (c) and section 36 (2) (a);
 - 24.3.2. ratify a consolidated revision of a Company's Mol, as contemplated in section 18 (1) (b) of the Act;
 - 24.3.3. ratify actions by the Company or Directors in excess of their authority, as contemplated in section 20 (2) of the Act;
 - 24.3.4. variation of rights attached to a membership class or category;
 - 24.3.5. alienation of the Company's immovable property;
 - 24.3.6. approve the voluntary winding up of the Company, as contemplated in section 80 (1) of the Act;
 - 24.3.7. approve the winding up a Company in the circumstances contemplated in section 81 (1) of the Act;
 - 24.3.8. approve any proposed fundamental transaction, to the extent required by Part A of Chapter 5;
 - 24.3.9. amending the Game management plan;
 - 24.3.10. as may be required in terms of the Act, and this Mol.

25. MEMBERS ACTING OTHER THAN AT MEETING

- 25.1. Subject to the provisions of section 60 (5) and 65 (7) of the Act, an Ordinary resolution in writing signed by the majority of Members of the Company entitled to attend and vote at a general meeting shall be as valid and effective as if it had been passed at a general meeting properly held on the date on which the last signature is affixed.
- 25.2. Such resolution may consist of several documents in the same form, each of which is signed in terms of this article, by sufficient Members to constitute a quorum and shall be deemed (unless a statement to the contrary is made on that resolution) to have been passed on the closing date stated in the notice which shall be no less than 20 (twenty) business days after the posting date.

26. PROXIES

- 26.1. The instrument appointing a Proxy shall be in writing and signed by an officer or agent authorised by the Corporate Body.
- 26.2. The holder of a General or Special Power of Attorney, given by a Member, shall be entitled to attend meetings and to vote, if duly authorised under the power to attend and take part in the meetings.
- 26.3. The instrument appointing a Proxy to vote at a meeting of the Company shall be deemed also to confer authority to demand or join in demanding a poll, and for the purposes of section 63 (7) of the Act, a demand by a Proxy shall be the same as a demand by a Member.
- 26.4. The instrument appointing a Proxy and the Power of Attorney or the other authority, if any, under which it is signed, or a duly certified copy of such Power or Authority, shall be deposited at the office not less than 48 (forty eight) hours before the time for holding the meeting at which the person named in the instrument proposes to vote and in default of complying herewith, the instrument of Proxy shall not be treated as valid.
- 26.5. No instrument appointing a Proxy shall be valid after the expiration of 12 (twelve) months from the date when it was signed, unless so specifically stated in the Proxy itself and no Proxy shall be used at an adjourned meeting which could not have been used at the original meeting.
- 26.6. The instrument appointing a Proxy shall, subject to the provisions of section 58 (8) of the Act, be in the following form or as near thereto as circumstances permit:

THE MABALINGWE COMMON PROPERTY ASSOCIATION NPC

(a Non-Profit Company incorporated for a communal or group interest benefit)

Registration Number: 2005/015160/08

("the Company")

We being a Member of the Company, holding
 votes, hereby appoint.....
 of
 or failing him
 ofor failing him the Chair of the
 meeting as my / our Proxy to attend and speak and vote on a poll for us and on our behalf at
 the Annual general meeting or general meeting (as the case may be) of the Company to be
 held on the day of 20..... and at any
 adjournment thereof, as follows:

resolution	In favour of	Against	Abstain

This Proxy shall be binding upon us until such time as we personally withdraw it and it is limited to the voting on the Special and Ordinary resolutions referred to herein. Unless otherwise instructed, the Proxy will vote as he thinks fit.

SIGNED this day of..... 20.....

.....

Signature

- **Please kindly note:**
- Meeting participants (including Proxies) are required to provide reasonably satisfactory identification before being entitled to attend or participate in a Members' meeting. Forms of identification include valid identity documents, driver's licenses and passports.

- Any alteration or correction made to this form of Proxy (excluding the deletion of alternatives and excluding the deletion of singular / plural alternatives) must be initialled by the signatory/ies.
 - Documentary evidence establishing the authority of a person signing this form of Proxy in a representative capacity (e.g. on behalf of a Company, Close Corporation or Trust) must be attached to this form.
 - The completion and lodging of this form of Proxy will not preclude the relevant Member from appointing a representative in terms of Section 58(1) of the act to attend the meeting and speak and vote thereat, to the exclusion of any Proxy appointed in terms thereof, should such Member wish to do so.
 - Any Member entitled to attend and vote is entitled to appoint a Proxy to attend, vote or speak in their stead.
 - This Proxy form should be forwarded to reach the registered office of the Company, no later than forty eight (48) hours before the meeting.
 - E-Mail and Facsimile transmissions / copies of this Proxy form must be duly verified before commencement of the meeting to be eligible for acceptance.
 - If the requirements contained herein are not fulfilled the Proxy form and or the nomination of the Proxy will be null and void.
-

27. RECORDS OF GENERAL MEETINGS

- 27.1. The Directors shall cause Minutes to be made of the proceedings at every general meeting, including all resolutions passed at such meetings and shall cause such Minutes and all resolutions passed to be inserted in a book provided for that purpose, or to be kept in electronic form
- 27.2. Any copy of any record or resolution referred to in article 26.1, which purports to be signed by any Director or the Chair, shall be prima facie evidence of the matters stated therein.

28. DIRECTORS

- 28.1. The management and control of the Association shall be vested in the Board of Directors.
- 28.2. There shall at no time be more than 8 directors of the Association,
- 28.3. The Share Block Member shall be entitled to appoint three Directors,
- 28.4. The Body Corporate Members shall be entitled to appoint five Directors to represent them and:
 - 28.4.1. The BCCF will annually from its constituents elect five directors to represent the interest of the Corporate Bodies being members of the Body Corporate Chairman's Forum.
- 28.5. Should the Company wish to amend the provisions of Article 28.2, 28.3 or 28.4, it can only be done subject to the provisions of section 66 (2)(b) of the Act.
- 28.6. The Association Company shall not fail to take steps to ensure the appointment of the Director or Directors referred to in article 28.3 and 28.4 and notwithstanding anything to the contrary contained in any law, the Share Block directors / member shall not be entitled to vote on a proposed resolution to appoint or remove, directors appointed in terms of Article 28.4 and conversely the Body Corporate Directors / members shall not be entitled to vote on a proposed resolution to appoint or remove, directors appointed in terms of Article 28.3.

29. ROTATION OF DIRECTORS

- 29.1. At each annual general meeting the directors shall retire.
- 29.2. Retiring Directors are eligible for re-election.

30. NOMINATION AND ELECTION OF DIRECTORS

- 30.1. Directors shall be nominated in accordance with the provisions and procedure set out in clauses 28.3 and 28.4 above.
- 30.2. The nomination form prescribed from time to time by the Directors must be lodged with the Secretary of the Company at least 48 (forty eight) hours before the commencement of the Annual General Meeting.
- 30.3. The appointment of 2 (two) or more persons as Directors of the Company by a single resolution shall not be moved unless a resolution that it shall be so moved has first been agreed to by the meeting without any vote against it.

31. FILLING OF VACANCIES ON AND ADDITIONS TO THE BOARD

- 31.1. The Directors may by unanimous decision at any time appoint any other person as a Director, either to fill a vacancy or as an addition to the Board, provided that the total number of Directors shall not at any time exceed the maximum number of 8 directors and provided further that every appointment to the Board shall be subject the ratios set out in article 28.3 and 28.4.
- 31.2. The continuing Directors may act notwithstanding any vacancy in their body, but if and so long as their number is reduced below the number fixed by or pursuant to this Mol as the necessary quorum of Directors, the continuing Directors may act for the purpose of increasing the number of Directors to that number or of convening a general meeting of the Association, but for no other purpose.
- 31.3. The continuing Directors may act notwithstanding any vacancy in their number, but, if and for so long as their number is reduced below the minimum number fixed by or pursuant to this Mol as the necessary quorum of Directors, the continuing Directors may act for the purpose of increasing the number of Directors to that number, or of convening a general meeting of the Company, but for no other purpose.
- 31.4. Provided that the Board of Directors shall comprise of 8 (eight) Directors, any casual vacancy occurring on the Board of Directors may subject to the provision of article 28.3 and 28.4 and 28.6 be filled by the Directors.

32. QUALIFICATION OF DIRECTORS

- 32.1. It shall not be necessary for a Director or alternate Director to be a Member of the Association in order to qualify him to act as such.

33. ELECTION OF THE CHAIR

- 33.1. At the commencement of the first meeting of the Board of Directors and thereafter immediately after each Annual general meeting, the Members of the Board of Directors shall elect a Chair from among their number who shall hold office as such until the next Annual general meeting.
- 33.2. The Chair shall not have a casting vote.
- 33.3. In the event that no such Chair is elected, or if at any meeting the Chair is not present within 10 (ten) minutes after the time appointed for holding the same, the Directors may elect 1 (one) of the other Directors to be Chair of the meeting.

34. ALTERNATE DIRECTORS

- 34.1. Each Director shall have the power to nominate any person possessing the necessary qualifications of a Director, provided that the appointment of an alternate Director shall be approved by the Board, and on such appointment being made, the alternate Director shall in all respects, be subject to the terms, qualifications and conditions existing with reference to the other Directors of the Company.
- 34.2. The alternate Directors whilst acting in the stead of the Directors, who appointed them, shall

exercise and discharge all the powers, duties and functions of the Directors they represent.

- 34.3. The appointment of an alternate Director shall be revoked, and the alternate Director shall cease to hold office, whenever the Director who appointed him ceases to be a Director or gives notice to the Secretary of the Company that the alternate Director representing him has ceased to do so.
- 34.4. Alternate Directors, while acting in the place of the Directors who appointed them, shall exercise and discharge all the duties and functions of the Directors they represent. The appointment of an alternate Director shall cease upon the happening of any event, which, if he were a Director, would cause him to cease to hold office in terms of this MoI or if the Director who appointed him ceases to be a Director or gives notice to the Company dismissing him as alternate Director.
- 34.5. Notwithstanding the foregoing an alternate shall not;
- 34.5.1. be entitled in his capacity as alternate, to attend any meeting of Directors at which his nominator is present; or
- 34.5.2. be entitled to sign a resolution passed otherwise than at a meeting of Directors' in terms of this MoI unless the Director who appointed him is incapacitated or is absent from the town in which the office is situate.

35. DISQUALIFICATION /REMOVAL OF DIRECTORS AND ALTERNATE DIRECTORS

- 35.1. In addition to section 69 of the Act any Director or alternate Director shall cease to be a Director of the Company on the happening of any of the following events:
- 35.1.1. his Estate is finally sequestrated;
- 35.1.2. he files a petition for the surrender of his Estate as insolvent;
- 35.1.3. he is placed under curatorship by any Court of competent Jurisdiction;
- 35.1.4. he delivers a notice of his resignation at the office with effect from:
- 35.1.4.1. the date on which that notice is delivered; or
- 35.1.4.2. any later date stated in that notice to which the Directors agree;
- 35.1.5. he is absent from two consecutive meetings of Directors of which he had received notice at least 10 (ten) days beforehand, provided that absence abroad or due to illness or condonation of absence due to special circumstances in terms of a Directors resolution, shall suspend the operation of this provision; or
- 35.1.6. if, he is directly or indirectly interested in any contract of proposed contract with the Company and fails to declare his interest and the nature thereof in the manner required by the Act;
- 35.1.7. if, the Director is removed by an Ordinary resolution in a general meeting of Members in accordance with the Act and Article 28.7 above;
- 35.1.8. he resigns his office by notice in writing to the Company;
- 35.1.9. is removed from office by the Member who appointed him;

35.1.10. In the event that a Director who is removed or disqualified was originally appointed by a Member, then only that Member will be entitled to appoint a Director to replace the Director who is removed or disqualified.

36. DUTIES OF DIRECTORS

36.1. Without in any way derogating from the generality of the duties of the Directors, the Directors shall in particular be obliged to:

36.1.1. determine the annual levy budget;

36.1.2. from time to time open and / or hold a banking or similar account with accredited financial institution in the name of the Company and to deposit in such account all moneys which are due to the Company in the first instance;

36.1.3. administer the funds of the Company and income accruing to the Company in order to achieve the main object of the Company;

36.1.4. keep proper and comprehensive account books of account and records;

36.1.5. retain any financial records or other documents in respect of the Company for such period(s) as determined by the Act ;

36.1.6. utilise the funds of the Company solely for the main object of the Company or to invest funds available for investment only in accordance with the provisions of section 10(1)(e) of the Income Tax Act, as amended from time to time;

36.1.7. remain informed and updated with regards to the current minutes, policies and codes of business of the Company, and to keep themselves updated by attending the required meetings;

36.1.8. The Directors shall procure that there is at least, 1 (one) meeting per quarter, and that these meetings be minuted.

37. POWERS OF DIRECTORS

37.1. The Directors may meet for the despatch of business and may adjourn and otherwise regulate their meetings as they deem fit. The quorum of Directors necessary for the transaction of business may be fixed from time to time by unanimous resolution of the Directors.

37.2. A Director may at any time, and the Secretary shall upon the requisition of at least three Directors, convene a meeting of the Directors.

37.3. Questions arising at any meeting of the Directors shall be decided by a majority of votes, provided that co-opted Directors shall not have a vote.

37.4. The Directors may elect a Chair and a vice Chair from their body. The Chair, or in his absence the deputy Chair, shall be entitled to preside over all meetings of Directors. If no Chair or vice Chair is elected, or if at any meeting neither is present or willing to act as Chair thereof, the Directors present shall choose one of their numbers to be Chair of such meeting.

- 37.5. Subject to the provisions of the Act a resolution in writing signed by all the Directors, shall be as valid and effectual as if it had been passed at a meeting of the Directors duly convened and held.
- 37.6. The Directors may delegate any of their powers to committees made up as they think fit and the committees so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on them by the Directors.
- 37.7. All acts done by any meeting of the Directors or of a committee of Directors, or by any person acting as a Director shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such Director or persons or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.
- 37.8. The business of the Company shall be managed by the Directors who may pay all expenses incurred in promoting and incorporating the Company and shall exercise all such powers of the Company as are not, by the Act or by this Mol, required to be exercised by the Company in general meeting, but subject always to such regulations (not inconsistent with this Mol or the Act) as may be prescribed by the Company in general meeting. No regulation made by the Company in general meeting shall invalidate any prior act of the Directors which would have been valid had that regulation not been made.
- 37.9. The Board of Directors shall manage the Company and shall carry out the objects of the Company in such manner as it may deem fit and proper subject, however, to:
- 37.9.1. the general policy of the Company; and
- 37.9.2. any special instructions as may be laid down or given by the Members in general meeting from time to time; and
- 37.9.3. the provisions of section 10(1)(e), read together with section 18A, of the Income Tax Act 58 of 1962, as amended from time to time;
- 37.10. The Board of Directors may exercise all such powers as are not prohibited or limited by the Act or any amendment thereof and subject to such regulations not inconsistent with this Mol or provisions as may be prescribed by the Company in general meeting; but no regulation made by the Company in general meeting shall invalidate any prior act of the Directors which would have been valid if such regulation had not been made.
- 37.11. The Board of Directors may delegate any of its powers to committees consisting of such persons as they think fit. Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on them by the Board.
- 37.12. The Directors may from time to time appoint one or more of their body to the office of Managing Director or Manager for such period and at such remuneration as they may think fit; but his appointment shall cease ipso facto if he shall cease from any cause to be a Director.
- 37.13. The Directors may from time to time entrust to or confer upon a Managing Director or Manager such of the power and authorities vested in them, as they may think fit, and may confer such powers and authorities for such time and to be exercised for such objects and

purposes and upon such terms and conditions and with such restrictions as they may think expedient. The Directors may confer such powers and authorities of the Directors and may from time to time revoke or vary all or any such powers and authorities.

- 37.14. The Board of Directors and the Company, must not provide a loan to secure a debt or obligation of, or otherwise provide direct or indirect financial assistance to, a Director of the Company or a related or inter-related Company, or a person related to any such Director, other than that subject to Item 5(4) of Schedule 1 of the Act.
- 37.15. The Directors shall not have the power to use the funds of the Company for the carrying on of any business or trading activity in the name of the Company otherwise than to the extent permitted in terms of section 10(1)(e) of the Income Tax Act, 58 of 1962, as amended from time to time.

38. PROCEEDINGS OF DIRECTORS

- 38.1. Any Director is at all times entitled to convene a meeting of the Directors by giving ten (10) days written notice to all Directors, or such shorter notice as may be agreed to by all the Directors.
- 38.2. The quorum necessary for the transaction of the business of the Directors shall be four, provided always that the number of Directors required for a quorum at any meeting of Directors of the Company shall include at least one of the Directors, appointed in terms of the provisions of article 28.3 and at least two of the directors appointed in terms of Article 28.4
- 38.3. if such Director or Directors, if any, is or are not present within half an hour after the time appointed for a meeting, a quorum of Directors is not present, then the meeting shall stand adjourned to a day not earlier than three working days, and not later than seven working days after the date of the meeting, according as may be decided, and if at such adjourned meeting a quorum is not present within half an hour after the time appointed for the meeting, the Directors present shall form a quorum.
- 38.4. The Directors may participate in a meeting of the Directors by means of conference telephone or similar equipment by means of which all persons participating in the meeting can hear each other at the same time and any such participation in a meeting shall constitute presence in person at the meeting.
- 38.5. All resolutions and actions of the Directors shall be by way of a majority of votes. In the event of an equality of votes, the Chair shall not have a second or casting vote and the resolution shall be deemed not have passed.
- 38.6. Subject to the provisions of section 75 (5) of the Act, a Director may not vote in respect of any contract or proposed contract with the Company in which he is interested, or any matter arising there from.
- 38.7. Subject to the provisions of section 74 the Act, a resolution in writing signed by such Directors in number that is not less than is sufficient to form a quorum, shall be as valid and effective as if it had been passed at a meeting of the Directors duly called and constituted.

- 38.8. Any such resolution may consist of several documents in a like form, each signed by 1 (one) or more of the signatories to the resolution.
- 38.9. A resolution of Directors passed in terms of this article shall be placed in a minute book of the Company and shall be noted at the next succeeding meeting of Directors and shall also be signed by the Chair of that meeting, whereupon the provisions of section 73(8) of the Act shall be deemed to apply to the resolution.
- 38.10. The Directors may delegate any of their powers to committees consisting of such Member or Members of their body as they think fit. Any committee so formed shall, in the exercise of the powers so delegated, conform to any rules that may be imposed on them by the Directors.
- 38.11. A committee may elect a Chair of its meeting. If no such Chair is elected, or if at any meeting is not present within five minutes after the time appointed for holding the same, the Members present may choose one of their number to be Chair of the meeting.
- 38.12. A committee may meet and adjourn as they think proper. Questions arising at any meeting shall be determined by a majority of votes of the Members present, and in case of an equality of votes the Chair shall not have a second or casting vote,
- 38.13. All acts done by any meeting of the Directors or a committee or Directors or by any person acting as a Director shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Directors or person acting as aforesaid or that they are or any of them were disqualified, be as valid as if every such person had been duly appointed and were qualified to be a Director.

39. RECORDS OF DIRECTORS' MEETINGS

- 39.1. The Directors shall cause minutes to be made of all appointments of officers made by the Directors, the names of the Directors present at each general meeting of the Directors and all resolutions passed by the Directors at all meetings of the Directors.
- 39.2. Minutes of any resolution and proceedings mentioned in article 43.1 appearing in one of the minute books of the Company shall be proof of the facts therein stated if signed by:
- 39.2.1. the Chair of the meeting to which it relates; or
- 39.2.2. any person present at the meeting and appointed by the Directors to sign in the Chair's place; or
- 39.2.3. the Chair of a subsequent meeting of the Directors;
- 39.3. Any extracts from or copy of those Minutes purporting to be signed by the Chair of that meeting or any Director shall be prima facie proof of the facts therein stated.

40. PROHIBITION ON DISTRIBUTION OF INCOME AND PROPERTY

- 40.1. The income and property of the Company, whence so ever derived, shall be applied solely towards the promotion of the Company's main object and no portion thereof shall be paid or transferred directly or indirectly, by way of dividend, bonus or otherwise howsoever to the Members of the Company or to its controlling or controlled Company, provided that nothing herein contained shall prevent the payment in good faith or reasonable remuneration to any

officer or servant of the Company, or the any Member thereof, as remuneration for any services actually rendered to the Company.

- 40.2. The Association may reimburse Members for expenses incurred in carrying out the business of the Association, but there shall be no distribution of any profits to any Member.

41. ACCOUNTS

- 41.1. The Directors shall cause such accounting records as are prescribed by the Act to be kept. Proper accounting records shall not be deemed to be kept if they do not fairly reflect the present state of affairs and business of the Association or do not adequately explain the transactions and financial position of the trade or business of the Association.
- 41.2. Subject to the provisions of the Act, the accounting records shall be kept at the registered office of the Association or at such other place or places as the Directors think fit and shall always be open to the inspection of the Directors and to other parties in accordance with the provisions of the Act and the Promotion of Access to Information Act No. 2 of 2000.

42. ANNUAL FINANCIAL STATEMENTS

- 42.1. The Directors shall from time to time, in accordance with the provisions of the Act cause to be prepared and laid before the Association in general meeting such annual financial statements as are referred to in those Sections.

43. AUDITORS

- 43.1 The Auditors of the Association shall, subject to the provisions of the Act, hold office until another appointment or other appointments to the office shall be made at an annual general meeting of the Association
- 43.2 The remuneration of the Auditor or Auditors shall be fixed by the Association at each annual general meeting.
- 43.3 The appointment, powers, rights, remunerations and duties of the Auditors shall be regulated by the provisions of the Act

44 INDEMNITY

- 44.1 Subject to the provisions of section 77 of the Act, the Members of the Board and Officers of the Company shall be indemnified by the Company against all proceedings, costs and expenses incurred by reason of any claim made against them in connection with their conduct of the affairs of the Company, not arising from their negligence, dishonesty or fraud.

45 LIMITATION OF LIABILITY OF DIRECTORS

- 45.1 Each Director, alternate Director, Manager, Executive Officer and other Officer of the Company, and person employed by the Company as its Auditor, shall be indemnified by the Company against any liability incurred by him from time to time

in that capacity in defending any proceedings (whether civil or criminal) in which judgement is given in his favour or in which he is acquitted or in respect of any of those proceedings which are abandoned or in connection with any application made under section 78 of the Act in which relief is granted to him by a Court of competent jurisdiction.

46 OFFICES OF THE ASSOCIATION

46.1 The offices of the Association shall be situated at: Farm Boschpoort, R512 District Bela-Bela 0480 or such other place as the Directors may from time to time decide.

47 NOTICES

47.1 A notice may be given by the Association to any Member personally or in writing.

47.2 A notice by post shall be deemed to have been delivered on the date the letter containing the notice 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.

47.3 A notice sent by electronic mail or SMS shall be deemed to have been delivered immediately upon the issuance, by the transmitting electronic mail server, of a report confirming correct transmission of the notice.

47.4 A notice sent by facsimile shall be deemed to have been delivered immediately upon the issuance, by the transmitting telecopy machine, of a report confirming correct transmission of the document containing the notice.

47.5 Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a Member will be an adequate written notice or communication.

47.6 Notice of every general meeting shall be given in any manner authorised in this Article 47:

47.6.1 to every Member of the Association.

47.6.2 to the Auditor for the time being of the Association; and

47.6.3 No other person shall be entitled to receive notice of general meetings.

48 DISPUTE RESOLUTION

48.1 Should any dispute arise between the Members of the Association or between a Member and the Association in connection with the interpretation or application of the provisions of the MOI or the validity of any documents furnished by the parties pursuant to the provisions of the MOI, or anything or cause related to the Association or the activities of the Association, they will be compelled to resolve the dispute in terms of this Clause 48.

48.2 The parties to the dispute shall try to resolve the dispute by negotiation as follows:

48.2.1 In the event that the dispute is one between the Association and a Member same shall be resolved between the Member and a quorum of directors. However in the event that the matter cannot be settled by negotiation then in that event or in the event of a dispute between Members, one of the parties to the dispute will be entitled to invite the other party or parties in writing to a meeting to be held within 14 days of the date of the invitation, which

meeting shall be mediated by a mediator appointed by the Association or the Arbitration Foundation of South Africa (AFSA), as the parties to the dispute may agree.

- 48.2.2 If the Association is not a party to the dispute, the parties to the dispute shall notify the Association of the meeting.
- 48.2.3 If this meeting fails to resolve the dispute, the Association or any one of the parties to the dispute will be entitled to call a further meeting aimed at resolving the dispute, which meeting shall be held as soon as possible after the first meeting. The most senior executive officer of each party to the dispute shall attend the further meeting, which meeting shall be mediated by a mediator appointed by the Association or the Arbitration Foundation of Southern Africa, as the parties to the dispute may agree.
- 48.2.4 If the dispute is not resolved by such negotiation, the dispute shall be finally resolved in accordance with the Rules of the Arbitration Foundation of Southern Africa by an arbitrator or arbitrators appointed by the Foundation, provided that:
 - 48.2.5 the arbitration proceedings will be held in Gauteng with only the arbitrator and the legal and other representatives of the parties present;
 - 48.2.6 the proceedings will be held in an informal and summary manner in accordance with the formalities and procedures settled by the arbitrator and on the basis that it will not be necessary to observe or carry out the usual formalities of court litigation including procedures, pleadings and discovery or strict rules of evidence, it being the intention that the proceedings will be held and completed as soon as possible; and
 - 48.2.7 The arbitrator will be entitled to determine the dispute on the basis of justice and equity and the decision of the arbitrator will be final and binding on the parties.
 - 48.2.8 The decision of the Arbitrator shall be final and binding and may be made an order by any Court to whose jurisdiction the parties to the dispute are subject.

49 WINDING-UP

- 49.1 Upon dissolution of the Company, its net assets must be distributed in the manner determined in accordance with Item 1 (4) (b) of Schedule 1 of the Companies Act, 2008 after fulfilment of its obligations in terms of Items 1(3) of Schedule 1 of the Companies Act, 2008 and article 42.2.
 - 49.2 Upon winding-up, deregistration or dissolution, the net value remaining after the satisfaction of all its liabilities shall be given or transferred to one or more Non-Profit companies having similar main objects as the Company, as may be determined by the Members at or before the time of its dissolution or, failing such determination, in terms of the provisions of the Act or by order of Court
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ANNEXURE "B"

RULES OF MABALINGWE COMMON PROPERTY ASSOCIATION

Reg No: 2005/015160/08

1. Definitions: The definitions as contained in the Memorandum of Incorporation of the Association shall apply to these rules.
2. The Board of directors may propose amendments to the Rules from time to time which amendments are subject to the provisions of this Mol and Sect.15 of the Act.
3. The Reserve Rules
 - 3.1. The Reserve Rules constitute a part of the Rules of the Association.
 - 3.2. It is recorded that the Reserve Rules, read together with the management rules / use agreement of every Member, contain the procedures, requirements and guidelines to be adhered to by every Member and its underlying members. . No Corporate Body shall adopt any conduct rules in terms of section 35(1) (b) of the Sectional Titles Act which are in conflict with any of the Reserve Rules, unless the prior written consent of the Board has been obtained thereto.
 - 3.3. The members and their guests shall:
 - 3.3.1. obey all instructions and rules and regulations imposed by MCPA from time to time, in respect of the property, including the common land, and ensure that their guests and invitees also obey all such instructions, rules and regulations;
 - 3.3.2. members and their guests shall pay such fines or other reasonable sanctions which the MCPA may impose from time to time;
 - 3.3.3. be allowed to drive on the demarcated areas 24 hours a day;
 - 3.3.4. Members of a Body Corporate shall be limited to not more than 1 (one) game drive vehicle per dwelling, the ownership, use and control of each vehicle shall conform to the following rules:
 - 3.3.4.1. all vehicles shall be green open game viewing type vehicles
 - 3.3.4.2. all vehicles shall seat a maximum of 12 people
 - 3.3.4.3. all persons driving game vehicles anywhere on the land, must have an approved driver's license;
 - 3.3.4.4. No weapons are to be carried on game drives.
 - 3.3.5. Members and or owners invitees or guests shall not –
 - 3.3.5.1. hunt, cull, capture or shoot game or fish on the common land or permit such activity;
 - 3.3.5.2. swim in any dam or river on the common property;
 - 3.3.5.3. create any excavation on or remove any soil from the common property;
 - 3.3.5.4. disperse any refuse or allow the accumulation thereof on the common property;
 - 3.3.5.5. damage, remove or plant any non-indigenous flora on the common property;
 - 3.3.5.6. create any disturbing noises on the common property;
 - 3.3.5.7. make any roads on the common property;

- 3.3.5.8. make fires on the common property or collect any wood from the common property, and shall take all reasonable steps to ensure that fire shall not spread from the property to adjacent properties on the common property;
 - 3.3.5.9. drive in or traverse any riverbed on the common property, unless specifically designated as a thoroughfare road;
 - 3.3.5.10. Use caravans as accommodation on the common property;
 - 3.3.5.11. Attempt to or set up camp on a temporary or permanent basis on the common property;
 - 3.3.5.12. collect or take anything from the common property, including without affecting the generality of the afore going, wood, stones, fauna or flora, or, damage any fauna or flora;
 - 3.3.5.13. exceed speed limits when travelling in any vehicle on the common property
 - 3.3.5.14. introduce any flora onto the common property or cultivate any flora on the common property;
 - 3.3.5.15. use or cause to be used any motorcycles on the common property;
 - 3.3.5.16. bring or allow to be brought onto the common property any pets or other domesticated animals;
 - 3.3.5.17. use any boats of any description on any dam or river;
 - 3.3.5.18. do any off road driving whatsoever;
4. The right to traverse over the demarcated property or the property managed by the Association on condition that such a Member's levies and service fees are paid in full.
- 4.1. This right shall be exercised on such terms and conditions as the Members of the Association may determine in a General Meeting called for the purpose of "Establishing/amending the rules for the utilization of the traversing rights by each category of Member".
5. The right to use the common areas / property /facilities managed by the Association and the purposes for which it may be used, and the physical division and allocation of the property on such terms and conditions as the Members of the Association may determine in a General Meeting called for the purpose of "Establishing/amending the rules for the utilization of the common property by each category of Member".
6. The policy concept for the management of the Nature Reserve is to provide opportunities for the Members or occupants of the units to traverse the Nature reserve and view its fauna and flora within the culture of a Nature reserve while recognising the presence of other Members / occupants and the uniqueness of the environment;
7. It is recorded that the operation of the common areas of the Nature Reserve is under the control or jurisdiction of the Association and any Member or any of its members or any resident of a scheme or any visitor to any common areas/premises situated within the Nature Reserve shall be subject to the rules appertaining to same as well as those and determined and governed by agreements and/or servitudes to be entered into between the various Corporate Bodies and or the Commercial Enterprise.
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