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REPUBLIC OF SOUTH AFRICA
COMPANIES ACT, 1973

ARTICLES OF ASSOCIATION OF A COMPANY
NOT HAVING A SHARE CAPITAL

Registration No. of Company

1991/04217/08

NAME OF COMPANY:

DAINFERN HOMEOWNERS ASSOCIATION

(Association incorporated under Section 21)

1. Preliminary

The Articles of Table “A” contained in Schedule 1 to the Companies Act shall not apply to the Association.

2. Definitions

2.1 In these presents the following words shall, unless the context other requires, have the meanings hereinafter assigned to them:

”Act” means the Companies Act, 1973;

”association” means the Dainfern Homeowners Association;



"association area" means the township of Dainfern and any of its extensions and the Dainfern Gentlemen's Estate;

"auditors" means the auditors of the association;

"chairman" means the chairman of the Board of Trustees;

"erf" means any erf registered in the name of any person in terms of the Deeds Registries Act No. 47 of 1937 and includes a cluster scheme erf;

"in writing" means written, printed or lithographed or partly one and partly another, and other modes of representing or producing words in a visible form;

"managing agent" means any person or body appointed by the association as an independent contractor to undertake any of the functions of the association;

"Member" means a Member of the Association;

"Trustees" means the trustees of the association who shall for the purposes of the Act, be the directors of the association;

"vice-chairman" means the vice-chairman of the Board of Trustees.

- 2.2. Unless the context otherwise requires, any words importing the singular number shall also include the plural number, and vice versa and words importing any one gender shall include the other two genders.
- 2.3. Subject as aforesaid, any words or expressions defined in the Act or in any statutory modification of such Act in force at the date on which these presents become binding on the association shall, if not inconsistent with the subject or context, bear the same meaning in these presents.



3. Membership

- 3.1. Membership of the association shall be limited to any person who is in terms of the Deeds Registries Act reflected in the records of the Deeds Office concerned as the registered owner of any land or erf in the association area.
- 3.2. Where any erf is owned by more than one person, all the registered owners of that erf shall together be deemed to be one Member of the association and shall have the rights and obligations of one Member of the association. Where any erf is owned by a Corporate Body, Close Corporation, Company or the trustees of a Trust on behalf of that Trust, as the case may be, the member and its members, shareholders or trustees shall jointly have the rights and obligations of one member of the association. The joint owners of an erf or the members, shareholders, directors or trustees, as the case may be, shall nominate one of their number who shall enjoy the rights and obligations of membership on behalf of such Member;
- 3.3. The joint owners of an erf or the members, shareholders, directors or trustees, as the case may be, shall be jointly and severally liable to the association for the due performance of any obligation of the owner or owners of the erf to the association;
- 3.4. When a Member becomes the registered owner of an erf in the association area, he shall *ipso facto* become a Member of the association, and when he ceases to be the owner of any such erf in the association area, he shall *ipso facto* cease to be a Member of the association.
- 3.5. Every Member of the association shall be obliged to give prior written notice to the association of any change in such Member's membership, shareholders, trustees or directors. In addition, every new holder of a members interest, shareholding, trusteeship or directorship in respect of



any Member of the association shall sign and deliver to the association, prior to his taking office in such capacity, the association's standard form suretyship documentation and acknowledgement of its Rules and regulations.

- 4 No Member shall let or otherwise part with occupation of his erf, whether temporarily or otherwise, unless he has agreed in writing with the proposed occupier of such erf as a *stipulatio alteri* in favour of the association that such occupier shall be bound by all the terms and conditions of these presents, and such written agreement is lodged with the association prior to the proposed occupier taking occupation of the erf in question.
- 5 A registered owner of an erf may not resign as a Member of the association.
- 6 The rights and obligations of a Member shall not be transferable and every Member shall:
 - 6.1 further to the best of his ability the objects and interests of the association;
 - 6.2 observe all rules made by the association or the Trustees;
 - 6.3 sign all documents and do all things necessary to enable whatever servitudes may be required for services to be registered whether over or in favour of any access erf or any other erf in the association area and including the provision of security and recreational facilities provided that should it be necessary for a servitude to be registered in favour of the association over an erf in the association area not belonging to the association, then the owner of such erf shall be entitled to be paid reasonable compensation equal to the extent to which the market value of such erf is reduced as a result of the registration of such servitude;

provided that nothing contained in these articles of association shall prevent a Member from ceding his rights in terms of these articles of association as security to the mortgagee of that Member's erf.



7 Levies

7.1 The Trustees may from time to time impose levies upon the Members for the purpose of meeting all the expenses which the association has incurred, or to which the trustees reasonably anticipate the association will be put in the attainment of its objects or the pursuit of its business.

7.2 The Trustees shall not less than thirty days prior to the end of each financial year, or so soon thereafter as is reasonably possible, prepare and serve upon every Member at the address chosen by him an estimate in reasonable detail of the amount which shall be required by the association to meet the expenses during the following financial year, and shall specify separately such estimated deficiency, if any, as shall result from the preceding year (such document is hereinafter referred to as "the annual budget"). It shall be sufficient service upon a Member for the Trustees to e-mail the annual budget to an e-mail address nominated by the Member and of which the association is notified in writing. The Trustees may include in the annual budget an amount to be held in reserve to meet anticipated expenditure not of an annual nature. At the Annual General Meeting to be held in terms of 24.2 below, the Trustees shall propose a resolution in terms of which the members approve the said annual budget. In the event of such resolution not being passed then every member shall continue to pay the levy previously imposed until such time as a revised annual budget be approved by the members in general meeting.

7.3 Each notice to each Member shall specify the contribution payable by that Member to such expenses and reserve fund.

7.4 Every such annual levy shall be payable in equal monthly instalments, due in advance on the first day of each and every month of each financial year.

7.5 In the event of the Trustees for any reason whatsoever failing to prepare and serve the annual budget referred to in 7.2 timeously, every Member shall, until service of such annual budget as aforesaid, continue to pay the levy previously imposed and shall after such service pay such levy as may be specified in the notice referred to in 7.2.



7.6 The Trustees may from time to time require members, through Extraordinary General Meetings, to increase levies or to raise special, once-off levies upon the Members for the purposes of meeting all the expenses the association has incurred, or to which the Trustees reasonably anticipate the association will be put in the attaining of its objects or the pursuit of its business.

7.7 The Trustees shall be empowered in addition to such other rights as the Association may have in law as against its Members to determine the rate of interest from time to time chargeable upon arrear levies, provided that such rate of interest shall not exceed the maximum rate laid down in terms of the Usury Act No. 73 of 1968, as amended.

7.8 Any amount due by a Member by way of levy, interest or any other sum whatsoever shall be a debt due by such Member to the association. Notwithstanding that a Member ceases to be such, the association shall have the right to recover arrear levies and interest from such Member or its shareholders, directors, trustees or members as the case may be. No levies or interest paid by a Member shall under any circumstances be repayable by the association upon his ceasing to be a Member. Further a Member on ceasing to be such shall have no claims whatsoever on any other monies held by the association whether obtained by way of a sale of association assets or otherwise. A Member's successor in title to an erf shall be liable as from the date upon which he becomes a Member pursuant to the transfer of that erf, to pay the levy and interest thereon attributable to that erf.

7.9 In calculating the levy payable by any Member, the Trustees shall as far as reasonably practical:

7.9.1 assign those costs arising directly out of the erf itself to the Member owning such erf;

7.9.2 assign a proportion of those costs attributable generally to a particular number of erven to the registered owners of such erven;

7.9.3 assign those costs relating to the association area generally to the owners of all erven.

7.10 Subject to 7.9. the costs of the association shall be borne by the members equally, provided, however, that the Trustees may in any case where they consider it equitable to do so, assign to any Member any greater or lesser share of the costs as may be reasonable in the circumstances.

8 Rules

8.1 Subject to any restriction imposed or direction given at a general meeting of the association, the Trustees may from time to time make rules which may include Estate Rules in regard to:

8.1.1 the standards and guidelines for the architectural design of all buildings and outbuildings, structures of any nature and all additions and alterations to any such buildings, outbuildings or structures erected or to be erected in the association area, and in particular to control the design of the exterior of such buildings, outbuildings or structures and the materials and colours used on such exterior to ensure an attractive, aesthetically pleasing character to all the buildings in the association area;



- 8.1.2 the siting of all buildings, outbuildings, structures of any nature and of any additions and alterations thereto;
- 8.1.3 the standards and guidelines for the design of all siteworks, buildings, structures, installations and projections on the properties in the association area, including aerials, pergolas, side walls, swimming pools, tennis courts, awnings, jacuzzis, carports and paved pathways;
- 8.1.4 the preservation of the environment including the right to control vegetation and the right to prohibit and/or control the erection of walls, fences and hedges, whether upon or within the boundaries of any erf;
- 8.1.5 the right to prohibit, restrict or control the keeping of any animal which they regard as dangerous or a nuisance;
- 8.1.6 the use, maintenance, repair and replacement of any private and public open spaces including any roads and road reserves in the association area and of any services, connections and equipment in such areas;
- 8.1.7 the access to and egress from any of the erven in the association area;
- 8.1.8 the right to determine and control all security measures in the association area;
- 8.1.9 the placing or fixing of ornamentation or embellishments upon the outside of buildings including the power to remove any such objects;
- 8.1.10 the conduct of any persons within the association area for the prevention of nuisance of any nature to any Member;



8.1.11 the determination and recovery of charges for water and electricity consumed on the erven in the association area:

8.1.12 the control and collection of refuse; and

8.1.13 the furtherance and promotion of any of the objects of the association and/or for the better management of the affairs of the association and/or for the advancement of the interests of Members and/or residents in the association area.



8.2 For the enforcement of any of the rules made by the Trustees in terms hereof and for the payment of any debt due to the association, the Trustees may:

8.2.1 give notice to the Member or resident concerned requiring him to remedy a breach thereof or make payment within such reasonable period as the Trustees may determine; and/or

8.2.2 take or cause to be taken such steps as they may consider necessary to remedy the breach of the rule of which the Member or resident may be guilty or recover the debt, and debit the cost of so doing to the Member or resident concerned, which amount shall be deemed to be a debt owing by the Member or resident concerned to the association; and/or

8.2.3 impose a system of fines or other penalties. The amounts of such fines shall be reviewed and confirmed at each Annual General Meeting of the association; and/or

8.2.4 take such other action including proceedings in Court, as they may deem fit.

8.3 In the event of the Trustees instituting any legal proceedings against any Member or resident within the association area for the enforcement of any of



the rights of the association in terms hereof, the association shall be entitled to recover, on demand, all legal costs and disbursements so incurred from the Member or resident concerned, calculated as between attorney and own client.

- 8.4 In the event of any breach of the rules by the Members of any Member's or resident's household or his guests or lessees, such breach shall be deemed to have been committed by the Member himself, but without prejudice to the foregoing, the Trustees may take or cause to be taken such steps against the person actually committing the breach as they in their discretion may deem fit.
- 8.5 In the event of any Member disputing the fact that he has committed a breach of any of the rules, a committee of three Trustees appointed by the chairman for the purpose shall adjudicate upon the issue at such time and in such manner and according to such procedure (provided that natural justice shall be observed) as the chairman may direct.
- 8.6 Any fine imposed upon any Member or resident shall be deemed to be a debt due by the Member or resident to the association and shall be recoverable by ordinary civil process.
- 8.7 Notwithstanding anything to the contrary herein, the Trustees may in the name of the association enforce the provisions of any Rules by civil application or action in a court of competent jurisdiction and for this purpose may appoint such attorneys and counsel as they may deem fit.
- 8.8 The association may in general meeting itself make any rules which the Trustees may make and may in general meeting vary or modify any rules made by it or by the Trustees from time to time.
- 8.9 For as long as any amount due by a Member to the Association is overdue or a Member is in breach of any provision of these articles or of any of the

Rules made in terms hereof, he shall not be entitled to make use of any of the facilities of the association or the Dainfern Country Club.



9 Trustees

9.1 Subject to 9.4 hereof, there shall be a board of Trustees of the association which shall consist of not less than 5 (five) nor more than 7 (seven) members.

9.2 A Trustee shall be an individual but need not himself be a Member of the association if he is a member, Shareholder or Trustee of a Close Corporation, Company or Trust which is a Member of the association and, further provided, that he is the person nominated to enjoy the benefits of membership in terms of 3.2 hereof or if he or she is the spouse of any such person. A Trustee however, by accepting his appointment to office as such, shall be deemed to have agreed to be bound by all the provisions of these presents.

9.3 Any other Trustees to be appointed to office shall be elected by the Members in general meeting provided that at least two of such Trustees shall be the Chairman and Vice-chairman of the general committee of the Dainfern Country Club.

9.4 The Chairman of the Golf Committee of the Dainfern Country Club shall, subject to compliance with these presents, be automatically appointed as one of the Trustees referred to in 9.1 hereof. Should the duly elected Chairman of the Golf Committee not comply with these presents, the Golf Committee shall nominate from its number a suitably qualified person to serve as a Trustee on the Board of Trustees.

10 Removal and rotation of Trustees

Save as set out in article 12 each Trustee shall continue to hold office from the date of his appointment until the second annual general meeting next following his appointment, at which meeting such Trustee shall be deemed to have retired from office, but will be eligible for re-election to the board of Trustees at such meeting.



11 A Trustee shall be deemed to have vacated his office upon:

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

11.2 his being removed from office as provided in Section 220 of the Act;

11.3 in the event of his being a Member of the association, his being disentitled to exercise a vote in terms of Article 37 below; and

11.4 The transfer of his erf or the erf in respect of which he is nominated to enjoy the benefits of membership in terms of 3.2 hereof, from his name to that of a purchaser.

12 Upon any vacancy occurring in the board of Trustees prior to the next annual general meeting, the vacancy in question shall be filled by a person nominated by those remaining for the time being on the board of Trustees and who complies with the provisions of 9.2 hereof.

13 Chairman and vice-chairman

The Trustees shall within 14 days after each annual general meeting appoint from their number a chairman and vice-chairman who shall hold their said appointments, provided that the office of chairman or vice-chairman shall *ipso facto* be vacated by a Trustee holding such office upon his ceasing to be a Trustee for any reason. No one Trustee shall be appointed to more than one of the aforesaid offices. In the

event of any vacancy occurring in either of the aforesaid offices at any time, the board of Trustees shall immediately appoint one of their number as a replacement in such office.

- 14 Except as otherwise herein provided, the chairman shall preside at all meetings of the board of Trustees and all general meetings of Members and, in the event of his not being present within 10 minutes of the scheduled time for the start of the meeting or in the event of his inability or unwillingness to act, the vice-chairman shall act in his stead, or failing the vice-chairman, a chairman appointed by the meeting.



15 Trustees' Expenses

Trustees shall be entitled to be repaid all reasonable and bona fide expenses incurred by them respectively in or about the performance of their duties as Trustees. Save as aforesaid, Trustees shall not be entitled to any remuneration for the performance of their duties in terms hereof.

16 Powers of Trustees

16.1 Subject to the express provisions of these presents, the Trustees shall manage and control the business and affairs of the Association, shall have full powers in the management and direction of such business and affairs including the right of appointment and dismissal of the Managing Agent, may exercise all such powers of the Association and do all such acts on behalf of the Association as may be exercised and done by the Association and as are not by the Act or by these presents required to be exercised or done by the Association in general meeting, subject however to such rules as may have been made by the Association in general meeting or as may be made by the Trustees from time to time.

16.2 Save as specifically provided in these present, the Trustees shall at all times have the right to engage on behalf of the Association the services of accountants, auditors, attorneys, advocates, architects, engineers, a



managing agent and any other professional firm or person or other employees whatsoever for any reasons deemed necessary by the Trustees and on such terms as the Trustees shall decide.

16.3 The Trustees shall further have the power:

16.3.1 to require the submission for approval of such plans, drawings, specifications and other information as they may deem necessary to ensure compliance by Members with these presents and the rules made in terms hereof;

16.3.2 to require that any works being constructed within the association area shall be supervised to ensure that the provisions of these presents and the rules are complied with and that all work is performed in a proper and workmanlike manner;

16.3.3 to determine the access to the association area and to the erven in the Township;

16.3.4 to determine the security facilities to be installed and the operation thereof for the protection of the association area;

16.3.5 to make rules as provided for in 8.

17 The board of Trustees shall have the right to co-opt onto the board of Trustees any person or persons chosen by it, provided such persons comply with the provisions of paragraph 9.2 hereof.

18.

18.1 The Trustees shall be entitled to appoint committees consisting of such number of their Members and such non-members, including the managing agent, as they may deem fit and to delegate to such committees such of their functions, powers and duties as they may deem fit, with further power

to vary or revoke such appointments and delegations as the Trustees may from time to time deem necessary.

18.2 The Trustees shall appoint an architectural review committee which shall consist of:



18.2.1 an architect duly qualified to practice as such on his own account in the Republic of South Africa; and

18.2.2 not less than 1 (one) Trustee; and

18.2.3 such other Members as the Trustees may determine.

18.3 Members of the architectural review committee need not be Members of the association.

18.4 All plans for all buildings, outbuildings, structures, walls, fences, additions, alterations and signage to be submitted in terms of article 48 shall be submitted by the Trustees to the architectural review committee and the Trustees shall not approve any plan in terms of article 48 unless such plan shall first have been approved by the architectural review committee. The Trustees may if they deem fit delegate to the architectural review committee their functions and powers in terms of article 48.

19 Proceedings of Trustees

The Trustees may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit, subject to any provisions of the Act and of these presents.

20 The quorum necessary for the holding of any meetings of the Trustees shall be a majority of the Trustees present personally, Any resolution of the board of Trustees shall be carried on a simple majority of all votes cast. In the case of an equality of

votes for and against any resolution, the chairman in addition to his deliberative vote shall have a second or casting vote.

21 The Trustees shall cause minutes to be kept of every Trustees meeting, which minutes shall, without undue delay after the meeting has closed, be reduced to writing and certified correct by the chairman. All minutes of Trustees meetings shall, after certification, be placed in a Trustees' Minute Book to be kept in accordance with the provisions of the Act relating to the keeping of minutes of meetings of directors of companies. The Trustees' Minute Book shall be open for inspection at all reasonable times by any Trustee, the auditors, and the Members.



22 Save as provided in these presents, the proceedings of any Trustees' meeting shall be conducted in such reasonable manner and form as the chairman of the meeting shall decide.

23. A resolution signed by all the Trustees shall be valid in all respects as if it had been duly passed at a meeting of the board of Trustees.

24. General Meetings of the association

24.1 The association shall within 3 months after the end of each financial year hold a general meeting as its annual general meeting in addition to any other general meetings during that year, and shall specify the meeting as such in the notices in terms of article 27 calling it.

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

25. All general meetings other than annual general meetings shall be called extraordinary general meetings.

26. The Trustees may, whenever they think fit, convene an extraordinary general meeting, and an extraordinary general meeting shall also be convened on a requisition made

in terms of section 181 of the Act, or in default, may be convened by the requisitionists as provided by and subject to the provisions of that section.



27. Notices of meetings

An annual general meeting and a meeting called for the passing of a special resolution, shall be called by 21 clear days notice in writing at least, and an extraordinary general meeting, other than one called for the passing of a special resolution, shall be called for by 14 clear days notice in writing at the least. In each case the notice shall be exclusive of the day on which it is given, and shall specify the place, the day and the hour of the meeting, and in the case of special business, in addition to any other requirements contained in these presents, the general nature of that business, and in the case of a special resolution, the terms and effect of the resolution and the reasons for it shall be given in the manner hereinafter mentioned or in such other manner, if any, as may prescribed by the Trustees to such persons as are under these presents entitled to receive such notices from the association. A general meeting of the association shall, notwithstanding that it is called by shorter notice than that specified in these presents be deemed to have been duly called if it is so agreed:

27.1. in the case of a meeting called as the annual general meeting by all the Members entitled to attend and vote thereat; and

27.2 in the case of an extraordinary general meeting, by a majority in number of the Members having a right to attend and vote at the meeting, being a majority together holding not less than 50% of the total voting rights of all Members.

28.

28.1 Insofar as special notice may be required of a resolution, whether by any provision of the Act or these presents, then the provisions of section 186 of the Act shall apply.

28.2 The association shall comply with the provisions of section 185 of the Act as to giving of notices and circulating statements on the requisition of Members.

28.3 The accidental omission to give notice of a meeting or of any resolution, or to give any other notification, or present any document required to be given or sent in terms of these presents, or in terms of the Act, or the non-receipt of any such notice, notification or document by any Member or other person entitled to receive the same, shall not invalidate the proceedings at, or any resolution passed at, any meeting.

28.4 Any notice to the Trustees of a Body Corporate shall be valid notice in respect of the entire Body Corporate and to any Member thereof.

29. Quorum

29

No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business. A quorum shall be present when at any meeting one hundred members are present or represented, provided that there shall be at least fifty of such members present in person. The quorum requirements of the Act shall, in addition, apply to meetings at which Special Resolutions are to be proposed, provided further that a minimum of fifty members are present in person.

30. If within half an hour from the time appointed for the holding of a general meeting a quorum is not present, the meeting shall stand adjourned to the same day in the next week at the same place and time or at such other place as the chairman of the meeting shall appoint. If at the adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting, the Members present shall be a quorum. No business shall be conducted at such adjourned meeting other than the business before the meeting which was adjourned.



31. Agenda at meetings

31.1. In addition to any other matters required by the Act or these presents to be dealt with at an annual general meeting, the following matters shall be dealt with at every general meeting.



31.1.1. the consideration of the chairman's report;

31.1.2. the election of Trustees;

31.1.3. the consideration of any other matters raised at the meeting, including any resolutions proposed for adoption by such meeting, and the voting upon any such resolutions;

31.1.4. the consideration of the accounts of the association for the preceding financial year and the annual budget for the then present financial year;

31.1.5. the consideration of the report of the auditors and the fixing of remuneration for the auditors.

31.2. No business shall be dealt with at any general meeting unless written notice has been given to the Trustees not less than two days before such meeting by the person proposing to raise such business of his intention so to do; providing however that the chairman may on ordinary resolution of the meeting relax this condition.

32. Procedure at general meetings

The chairman may, with the consent of any general meeting at which a quorum is present and shall if so directed by the meeting, adjourn a meeting from time to time and place to place. No business shall be transacted at any adjourned meeting



other than business which could have been transacted at the meeting from which the adjournment took place. Whenever a meeting is adjourned for 10 days or more, notice of the adjourned meeting shall be given in the same manner as of an original meeting. Save as aforesaid, the Members shall not be entitled to any notice of adjournment or of the business to be transacted at an adjourned meeting.

33. Proxies

A Member may be represented at a general meeting by a proxy, who must be a Member of the association or the spouse of a natural person being a member of the association, or the person nominated to the benefits of membership of a Member in terms of Article 3.2 hereof. The instrument appointing a proxy shall be in writing, signed by the Member concerned or his agent (duly authorised in writing) and shall, be in the following form or as near thereto as circumstances permit provided that, where a Member consists of or is owned by more than 1 (one) person, a majority of those persons shall sign the instrument appointing a proxy on such Members' behalf.

DAINFERN HOMEOWNERS ASSOCIATION			
I, of			
Being a member of the Dainfern Homeowners Association hereby appoint:			
..... of or failing him			
..... of or failing him			
the Chairman of the meeting, as my proxy to vote for me and on my behalf at the Member and on the Members behalf at the Annual General Meeting (or any other meeting) of the Dainfern Homeowners Association to be held on the day of			
And at any adjournment thereof as follows:			
	In favour of	Abstain	Against
Resolution to			
Resolution to			
Resolution to			

Indicate instruction to proxy by way of a cross in space provided above. Unless otherwise instructed, my proxy may vote as he thinks fit.

Signed this day of

.....
 Signature
 (members, shareholders or trustees resolution
 authorising signature is annexed if appropriate)

34. The instrument appointing a proxy and the power of attorney or any other authority under which it is signed shall be tabled at the meeting at which the person named in the instrument proposes to vote. No instrument appointing a proxy shall be valid after the expiration of 12 months from the date of its execution.

35. A vote given in accordance with the terms of a proxy shall be valid notwithstanding the previous death of the principal or revocation of the proxy, provided that no intimation in writing of the death or revocation had been received by the Trustees at any time before a vote is taken in respect of which the proxy exercises such vote.

36. Voting

At every general meeting:

36.1. Every Member, in person or by proxy and entitled to vote shall have 1 (one) vote for each erf registered in his name.

36.2. If an erf is registered in the name of more than one person, then all such co-owners shall jointly have 1 (one) vote.

37. Save as expressly provided for in these presents, no person other than a Member duly registered and who shall have paid every levy and other sum, if any, which shall be due and payable to the association in respect of or arising out of his Membership and who is not under suspension, shall be entitled to be present or to vote on any question, either personally or by proxy, at any general meeting.

38. Unless the chairman of the meeting otherwise directs, all voting shall be on a show of hands.

39. Every resolution and every amended resolution proposed for adoption by a general meeting shall be seconded at the meeting and, if not so seconded, shall be deemed not to have been proposed.



40. An ordinary resolution (that is a resolution other than a special resolution) or the amendment of an ordinary resolution shall be carried on a simple majority of all votes cast. In the case of equality of votes for and against any resolution, the resolution shall be deemed to have been defeated.

41. Unless any Member present in person or by proxy at a general meeting shall, before the closure of the meeting, have objected to any declaration made by the chairman of the meeting, as to the result of any voting at the meeting, whether by show of hands or otherwise, or to the propriety or validity of the procedure at such meeting, such declaration by the chairman shall be deemed to be a true and correct statement of the voting, and the meeting shall in all respects be deemed to have been properly and validly constituted and conducted. An entry in the minutes to the effect that any motion has been carried or lost, with or without a record of the number of votes recorded in favour of or against such motion, shall be conclusive evidence of the votes so recorded.

42. Accounts

The accounts and books of the association shall be open to inspection by Members at all reasonable times during business hours.

43. Once in each financial year the accounts of the association shall be examined and the correctness thereof ascertained by auditors. The duties of the auditors shall be regulated in accordance with Chapter "X" of the Act.

44. Service of notices and process

A notice or any process may be served by the association upon any Member at the address of any erf owned by him unless the Member shall have notified the association in writing of another address for service of notices and process. Any notice served by post shall be deemed to have been served on the day but one following that on which the notice was posted.



45. Indemnity

Every Trustee, servant, agent and employee of the association and any managing agent, his employees, nominees or invitees, shall be indemnified by the association against all costs, losses and expenses (including travelling expenses) which such person or persons may incur or become liable for by reason of any contract entered into or any act or deed done or omission by such person or persons in the *bona fide* discharge of their respective duties, including in the case of a Trustee, his duties as chairman or vice-chairman. Without prejudice to the generality of the foregoing, the association shall specifically indemnify every such person against all losses of whatsoever nature incurred arising out of any bona fide act, deed or matter done or omitted by him jointly or severally in connection with the discharge of his duties.

46. General

Whenever they consider that the appearance of any land or building vested in a Member or Members is such as to be unsightly or injurious to the amenities of the surrounding area or the association area generally, the Trustees may serve notice on such Member or Members to take such steps as may be specified in the notice to eliminate such unsightly or injurious condition. In the event of the Member or Members failing within a reasonable time, to be specified in such notice, to comply therewith, the Trustees may enter upon the property concerned and take such steps as may be necessary, and recover the cost thereof from the Member or Members concerned, which costs shall be deemed to be a debt owing to the

association.

47. The Trustees shall be obliged in giving such notice to act reasonably.

48.

48.1 No person shall commence with the construction of any building or structure within the association areas, or any additions or alterations to such building or structure unless he has submitted to the Trustees for examination and approval or refusal such plans for such building, structure, alteration or addition as are required in terms of the by-laws of the local authority having jurisdiction over the association area, and any such additional plan or information relating to the proposed building, structure, alterations or additions as the Trustees may require and such plans have been approved. The Trustees shall have the power:



48.1.1 to charge a fee for the examination and approval or refusal of building plans;

48.1.2 in approving any plan, to lay down such reasonable conditions as they may deem fit.

48.2 No person shall commence with the construction of any building or structure within the association area, or any additions or alterations thereto unless he has made payment of "a pavement deposit" as fixed by the Trustees from time to time. The pavement deposit will be refunded without interest only when the construction work has been completed and the Trustees are satisfied that all loose materials and building rubble has been removed and any damage to any part of the common area of the association area has been repaired. Any cost to the Association to repair or replace any damaged paving, landscaping, walling, fencing or any part of the common area of the association area may be deducted from the deposit. Any cost exceeding the deposit shall be payable by the Member on demand.

49 The Association may require any Member to maintain the sidewalk adjacent to his erf, and in the event of such Member failing so to maintain such sidewalk to the satisfaction of the Association, the Association shall be entitled to take such action as may be necessary for the maintenance of such sidewalk and to charge the Member concerned.

50 No Member shall transfer his erf until the board of trustees under the hand of one of its members has certified that the member has at date of transfer fulfilled all his financial obligations to the association. No erf or any interest therein shall be alienated without the written consent of the association. Such consent shall not be withheld unless:



50.1 such Member is indebted to the association in any way in respect of levies or other amounts which the association may in terms of these presents be entitled to claim from him;

50.2 the proposed transferee has not agreed to become a Member of the association and, if such proposed transferee is a trust or a juristic person, its members, shareholders, directors or trustees have not signed the association's standard form suretyship documentation;

50.3 such Member remains in breach of any of the provisions of these presents or any rules after notice from the trustees requiring him to remedy such breach.

51 The Trustees in issuing the certificate referred to in article 50 shall be entitled to charge a reasonable fee therefore to be determined by the Trustees from time to time subject to review by the association in general meeting.

52 The provisions of these articles shall be binding upon all Members and, insofar as they may be applicable, to all persons occupying any erf by, through or under any Member, whatever the nature of such occupation. No Member shall let or otherwise part with occupation of his erf without the prior written consent of the association, which consent shall only be withheld if the association is not satisfied

that the proposed occupier of the erf has complied with the provisions of article 4.

53 The Association may enter into agreements with Members and any third party for the provision of amenities and services to the Members and to levy a reasonable charge in respect of the provision thereof.

54 The Trustees may delegate such of their powers to a managing agent as they may determine subject to any restriction imposed or direction given at any general meeting of the association.



55.

55.1. It is recorded that the association area and individual townships within the association area will be walled and certain parts of such wall will be erected on the boundaries of certain erven. The owner of any such erf shall be obliged to maintain that part of the wall facing his erf in fair, good and proper condition and should he not carry out any necessary maintenance and repair work the Trustees shall be entitled to procure that such work is done and to recover the cost thereof from such owner.

55.2. The exterior of such wall shall be maintained by the association at the cost of Members. Any Member whose erf abuts such wall shall not be entitled to interfere in any manner whatsoever with any such walling (or any fencing erected) and shall permit the association from time to time access to such Member's erf in order to inspect such walling or fencing and to effect such repairs as the Member may not have carried out from time to time. Further, the association, through the Trustees, shall be entitled to erect security equipment or devices on top of such wall or fencing.

56. In the event of the association electing to provide security equipment and a security service and/or other services for members in the association area, all members shall be obliged:

- 56.1. to permit the installation of any equipment on the erven or in the buildings on the erven for the purpose of such services as may be determined by the association from time to time;
- 56.2. to make payment of the charges raised by the trustees in respect of such services;
- 56.3. abide by such terms and conditions as may be laid down by the trustees from time to time in respect of such equipment and services.



57. The Dainfern Country Club

It is recorded that all members of this association, or the person nominated to enjoy the benefits of membership in terms of Article 3.2 hereof, shall automatically be members of the Dainfern Country Club and shall be bound by the constitution and rules of the Dainfern Country Club.

58. Public and private park

It is recorded that the maintenance and control of public and private open spaces including the road reserve from the road kerb to the property boundaries shall be the responsibility of the association.

