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1. NAME

The name of the Company is the **KUMBAGANA HOME OWNERS ASSOCIATION.**

2. CORPORATE STATUS

The Home Owners Association is a company registered in terms of section 21 of the Companies Act. All owners of property in the Estate are obliged to form part of this Home Owners Association with the objects and powers set out in this Constitution and may exercise all the powers of a corporate body including the owning of assets and the right to conduct legal proceedings in its own name. The members of the Home Owners Association shall be bound by all the provisions of this Constitution and all resolutions, regulations and decisions of the Home Owners Association or its Board of Directors.

3. OBJECTS

The objects of the Home Owners Association shall be to promote and control the collective interests of the members of this Home Owners Association.

4. POWERS

The Home Owners Association shall have all the powers which are necessary, conducive or incidental to the attainment or furtherance of its objects and in particular, without limiting the generality of the foregoing, the Home Owners Association may:

- 4.1 Admit persons, companies, close corporations, associations, trust, partnerships, institutions and statutory and other bodies, to membership for so long as such persons or organizations are the owners of land within the Estate.
- 4.2 Acquire by purchase, exchange, lease, donation, or otherwise own, hold, improve or dispose of by sale, exchange, lease, donation or otherwise or mortgage movable property of whatsoever nature and description.
- 4.3 Receive and apply monies to the advancement of the Home Owners Association or its individual members, contribute or subscribe to bodies with aims similar to the aims of the Home Owners Association and invest surplus monies in such manner as it may from time to time determine;
- 4.4 Borrow and guarantee or otherwise secure the repayment of money in such manner and in such terms as it may from time to time determine;
- 4.5 Open and operate a banking account
- 4.6 Enter into any agreement with any government or other authority or agency or with persons, associations or organizations or affiliate with anybody likely to further the interests of the Home Owners Associations;
- 4.7 Regulate relations between members themselves and between members of the Home Owners Association;

- 4.8 Employ, dismiss and remunerate, employees and professional advisers and to establish and contribute to pension provident, medical aid and other fund for the benefit, medical aid and other funds for the benefit of its employees;
- 4.9 Institute, conduct, defend, compound or abandon any legal proceedings by or against the Home Owners Association or its officers or otherwise concerning the affairs of the Home Owners Association and compound and allow time for payment or satisfaction or any debts due or of and claims or demand made by or against the Home Owners Association;
- 4.10 Raise money whether by subscription or levy from its members as provided for in this constitution or in any other way or from any other source and recover by legal process monies due by the members or ex-members;
- 4.11 Impose fines on its members for contraventions of this Constitution and recover by legal action or otherwise such fines or compulsory contributions from its members or ex-members
- 4.12 Distribute its funds or assets between members upon the dissolution as provided for in this Constitution;
- 4.13 Support or subscribe or make donations to charities or other institutions, clubs, societies and funds;
- 4.14 Insure against losses, damages, risk and liability of all kinds;
- 4.15 Enter into contracts of all and any nature necessary to carry out the aims and objects of the Home Owners Association;
- 4.16 Take all such action as may be required or necessary to enforce fully and effectively all obligations of whatsoever nature and howsoever arising which may be owed to the Home Owners Association by members, or any other person or body;
- 4.17 To do all such acts and deeds as might be required, necessary, conducive, ancillary or incidental to the attainment or furtherance of the Home Owners Association objects and powers;
- 4.18 To demolish all structures and/or building works on a unit which was erected without the approval of the Home Owners Association or the Design guidelines committee, the costs of the demolition to be carried by the owner of the said property;

5. MEMBERSHIP

- 5.1 Only a person, company, close corporation, partnership, association, trust, institution, statutory or other body owning land in the area comprising the Kumbagana Country Estate, or which may be included in the Estate in the future shall be eligible for ordinary membership.

5.2 New and Conditional Members

- 5.2.1 Application for memberships shall be made in writing to the Board of Directors and applicants shall supply such information regarding their suitability for membership, as the Board of Directors require. The Board of Directors may on its absolute discretion, grant or refuse any application for membership or grant an application conditionally.
- 5.2.2 Any person, company, close corporation, partnership, association, trust, institution, statutory or other body which has purchased or otherwise acquired or is contemplating purchasing or otherwise acquiring land in the Estate, or

any adjacent properties, may apply for and be granted membership of the Home Owners Association conditional upon such land being transferred into their names;

- 5.2.3 All members admitted to membership shall pay such admission fee as may be determined from time to time by resolution at an Annual Meeting. As soon as possible after reaching any decision on an application for membership, the Board of Directors shall notify all members accordingly.

6. REPRESENTATION OF MEMBERS

- 6.1 In the case of a member who is not a natural person it shall in due form as described by the provision of its own constitution nominate a natural person to represent it and to vote on its behalf in all matters concerning the Home Owners Association.
- 6.2 In the case of persons owning land in joint or co-ownership with others, they shall likewise all be entitled to attend meetings of the Home Owners Association but they shall nominate one person only to represent them and to vote on their behalf on all matters concerning the Home Owners Association. Notwithstanding the foregoing such co-owners shall each be personally bound by and subject to all decisions of the Home Owners Association and its Board of Directors and each co-owner shall be jointly and severally liable together with his other co-owners for all obligations owed to the Home Owners Association.

6.3 Registration and Addresses of Members

- 6.3.1 Each member shall register with the Home Owners Association and address and all notices, minutes and other documents shall be delivered to him personally, posted to him at such address, or sent to him by telefax. In the case of posting the documents shall be deemed received by the member not later than seven (7) days after the date of posting. In the case of telefaxes the document shall be deemed to have been transmitted within twelve (12) hours after the time of transmission, when transmission is during ordinary working hours on the next business day, when transmission is outside of ordinary business hours.
- 6.3.2 Members who are a company, close corporation, partnership, trust, joint ownership or other associations shall in addition be obliged to register with the Home Owners Association the names and addresses of all their Shareholders, members or joint owners. All members shall have the right of access to such registers at all reasonable times during ordinary business hours at the office of the Home Owners Association.

Discipline

In addition to any other disciplinary powers contained in this Constitution, the Board of Directors shall with a seventy-five percent (75%) majority vote be entitled to suspend any or all of the rights and privileges of any member from the Home Owners Association, if the member concerned fails within twenty one (21) days after demand in writing to pay any money owing by him to the Home Owners Association, or if in the opinion of the Board of Directors her

has infringed or threatened to infringe any terms of this Constitution or has acted or threatened to act in the manner detrimental to the interests of the Home Owners Association, the Estate or has been guilty of any disgraceful, infamous or grossly improper conduct. In addition to the above, the Board of Directors shall have the power to in its sole discretion, to impose such fine or penalty as is justified in the opinion of the Board of Directors for any breach of infringement or any threatened breach or infringement by any member of any of the terms and conditions of this Constitution or any decision or regulation of the Home Owners Association or its Board of Directors, or any other obligations owed by any member of the Home Owners Association or Estate. The Board of Directors shall forthwith inform all members in writing of the suspension of any member or the imposition of any fine or penalty on a member, but failure to do so shall not invalidate such suspension, fine or penalty. A member who has been suspended or on whom a final penalty has been placed shall have the right of appeal to a Special General Meeting as provided for in this Constitution.

7. OBLIGATIONS OF A MEMBER IN REGARD TO HIS PROPERTY

7.1 Change of Control of a Corporate Member

It is proposed that if the shareholding or membership of any member of the Home Owners Association which is not a natural person, should change, such that there is a change in control, then (without derogating from any of the other provisions of this Constitution) as a condition precedent to any arrangement being concluded in regard hereto the member of the Home Owners Association concerned shall procure that its proposed new controlling shareholders or members, as the case may shall execute and deliver to the Home Owners Association suretyships in the same form as those given by its existing shareholders or members in respect of the obligations of the member of the Home Owners Association concerned.

7.2 Use of Land

It shall be the obligation of each member to procure that anybody who is granted access to his land in the Estate or any facilities thereon, or is allowed to make use of such land or facilities shall comply in all respect with the terms and conditions of this Constitution and with all decisions and regulations of the Home Owners Association and its Board of Directors. Furthermore the Board of Directors shall be entitled to levy penalties and fines against such member and to claim damages from such member in respect of any infringements, threatened infringement or acts referred to in 6.4 hereof, committed by any such person, if same had been committed by such member, unless such member can satisfy the Board of Directors that he took all reasonable steps possible to ensure the compliance of such third parties.

7.3 Grant of Lease or usufruct

No member shall grant any lease or usufruct over his land of whatsoever nature without the written consent of the Board of Directors;

7.3.1 In the event that the Board of Directors consenting to the granting of any lease or usufruct over the land, such manner shall procure that a written agreement is concluded in respect thereof and that such written agreement includes the following provision:

7.3.2 The Lessee or usufruct hereby agrees and acknowledges –

That he has read and understood the terms and conditions of the Constitution of the Kumbagana Home Owners Association.

That, for so long as he enjoys the right of use of the property, he shall be bound by all the terms and conditions and any amendments which may be made thereto from time to time and all decisions and regulations of the Home Owners Association and its Board of Directors

8. TERMINATION OF MEMBERSHIP

8.1 Applicability of this Constitution

8.1.1 Notwithstanding anything to the contrary whether express or implied contained in this Constitution, and notwithstanding the termination of membership or the death, insolvency, liquidation or dissolution of any member, however arising, the provisions of this Constitution and all decisions and regulations of the Home Owners and its Board of Directors shall continue to apply mutatis and shall remain binding upon each member or former member of the Home Owners Association until such time as:

8.1.2 The member or former member, as the case may be shall be ceased to own land in the Estate (or hold a lease or usufruct over such land, as the case may be): and

8.1.3 The Board of Directors shall have confirmed in writing that such member or former member and its respective members, as the case may be, and the transferee of such land have complied with the provisions of this Constitution and the decisions and regulations of the Home Owners Association and its Board of Directors in regard to the sale of other disposable land in the Estate and the application by the transferee thereof for membership of the Home Owners Association.

8.2 Death and Insolvency

On the death, insolvency, liquidation or dissolution of any member, as the case may be, rights of membership of such members shall immediately be suspended unless otherwise resolved by the Board of Directors.

8.3 Failure to comply with the provisions of clause 7 and 28

If any member should fail to comply with the provision of clauses 7 and 28 of this Constitution and persist in such failure after a written warning by the Board of Directors, then all such members' rights of membership shall automatically be suspended.

8.4 Automatic termination of membership

If a member ceases to own land in the Estate then he shall automatically cease to be a member of the Home Owners Association. The date of termination of membership shall be the date of registration of transfer of the land concerned into the transferee's name.

8.5 Consequences of Termination of Membership

A member whose membership has been terminated, whether as a result of automatic termination or howsoever –

- i. shall not have any claim against the assets of the Home Owners Association or for the refund of any monies paid by him to the Home Owners Association or of any nature
- ii. shall remain fully liable to the Home Owners Association for all contributions levied and all other amounts owing as at the date of termination of his membership; and
- iii. shall comply and carry out all his obligations as well as outstanding and unfulfilled obligations to the Reserve or Estate

8.6 Resignation

Under no circumstances whatsoever, shall any voting member of the Home Owners Association who still owns land in the Reserve or Estate, be entitled to resign his membership of the Home Owners Association.

9. FENCING AND FENCING OUT

9.1 The Kumbagana Home Owners Association shall be responsible, after the external boundary fencing is at the standard required, for maintaining such fencing. The cost will be carried by the Home Owners Association.

9.2 In the event of -

- 9.2.1 the suspension or resignation of any from the Home Owners Association;
- 9.2.2 the insolvency, liquidation or dissolution, as the case may be, of any member;
- 9.2.3 the failure is a member to comply with his obligation under clauses 7 and 28 of this Constitution or being in breach of any provisions of this Constitution;
- 9.2.4 the member or former member concerned shall not be entitled to forthwith erect a fence and a gate or gates along the boundary of his land which borders on the rest of the Estate.

10. ANNUAL GENERAL MEETING

The Annual General Meeting is to be held in the vicinity of the Estate once every calendar year and is to be called by written notice to members of at least twenty one (21) days.

11. SPECIAL GENERAL MEETING

11.1 Special General Meeting shall be held at any time and place convenient to members in the opinion of the Chairman of the Board of Directors, and shall be convened by not less than twenty one (21) days written notice.

- 11.2 Save as otherwise specifically provided in this Constitution, all resolutions to be passed at a Special General Meeting shall be passed by a two-thirds majority of votes of members present; if a quorum as hereinafter prescribed is not present within half an hour after the time fixed for the meeting, the meeting shall be adjourned for one week to the same time and place; if a quorum is not present at such second and adjourned meeting the number of votes represented by the members present shall be deemed to constitute a quorum.
- 11.3 The Chairman shall be obliged to convene a Special General Meeting if so requested in writing by not less than one-third of the total number of votes held by all members

12. QUORUM AT GENERAL MEETING

A Quorum will consist of one half of the total votes held by all the registered members of the Home Owners Association in the case of an Annual General Meeting and one-third in the case of a Special General meeting

13 VOTING RIGHTS AT GENERAL MEETING

At all General Meetings each members shall have one vote for every unit of land owned by him in the estate, provided that any members in arrear with payment due to the Home Owners Association shall be disqualified from voting.

14. PROXIES

A member may appoint in writing any other person as his proxy to represent him and to vote on his behalf at any General Meeting, provided such proxy is lodged with the Home Owners Association at least seven (7) days before the commencement of the meeting.

15. AMENDMENT OF THE CONSTITUTION

This constitution can only be amended at an Annual General Meeting with a 75% majority carried by all members present.

16. ELECTION OF BOARD OF DIRECTORS

- 16.1 At each Annual General Meeting the members shall elect a Board of Directors existing of not less than three (3) and not more than five (5) members.

- 16.2 New members will be eligible for election to the Board of Directors only one year after approval of membership while conditional members will not be eligible for election.
- 16.3 Three (3) of the elected members of the Board of Directors shall retire annually, but they shall be eligible for re-election. The members who retire in every year shall be those who have been longest in office since their last election, but as between persons who became members on the same day, those to retire shall unless they otherwise agree amongst themselves, be determined by lot.
- 16.4 Nominations for election of the Board of Directors shall be lodged with the Board of Directors in writing at least seven (7) days before the date of the Annual General Meeting and every nomination shall be proposed and seconded by members.

17. ELECTION OF CHAIRMAN AND VICE-CHAIRMAN

There shall be a Chairman and a Vice-Chairman of the Home Owners Association who shall be elected annually by the Board of Directors from amongst its elected members at its first meeting after the Annual General meeting. The Chairman and Vice-Chairman shall hold office until the election of the Board of Directors and shall be eligible for re-election as Chairman and Vice-Chairman if they are members of the Board of Directors.

18. POWERS AND DUTIES OF CHAIRMAN AND VICE-CHAIRMAN

The Chairman shall preside at all meetings of the Home Owners Association and the Board of Directors at which he is present and generally exercise supervision over the affairs of the Home Owners Association and perform such duties as by usage and custom pertain to the office. He shall have a deliberative vote and casting vote at all meetings of Home Owners Association and Board of Directors. The Vice-Chairman shall exercise the powers and perform the duties of the Chairman in the absence of the latter or when called upon to do so by the Chairman.

19. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

- 19.1 The Board of Directors shall have the power to co-opt any member to the Committee in order to fill any casual vacancy that may occur in its membership between two Annual General Meetings and co-opted members shall have the same voting rights as other members.
- 19.2 Meetings of the Board of Directors shall be convened by the Chairman or in his absence, the Vice-Chairman, on not less than seven (7) days notice in writing.

- 19.3 Each member shall have only one vote at meetings of the Board of Directors. All decisions of the Board of Directors shall be effective on a majority vote of members present at a meeting the quorum for a meeting shall be three (3) members including the Chairman or Vice-Chairman.
- 19.4 Save as foresaid, the Board of Directors may regulate its own proceedings and conduct its meetings in other business in such manner as it finds convenient, in particular, resolution may be taken by post or telefax and the signature of a member to a written resolution shall be as effective as a vote passed at a meeting.
- 19.5 Subject to any limitation imposed by this Constitution the Board of Directors may exercise all such powers, function and duties as may be necessary in the conduct of the affairs of the Home Owners Association and in the furtherance of the interests of members.

20. RIGHTS OF APPEAL

- 20.1 There shall be a right of appeal to a Special General Meeting against the decision of the Board of Directors to suspend a member, to refuse an application for membership, or to grant an application conditionally.
- 20.2 An appeal shall be lodged in writing with the Chairman within twenty-one (21) days after the date of the decision appealed from, failing which the rights of appeal shall lapse. Until expiry of the period of twenty-one (21) days aforesaid any consequences flowing from the decision and questions shall be deemed to be suspended.
- 20.3 Upon timely receipt of a notice of appeal, such consequences shall likewise be suspended until determination of his appeal convenes a Special General Meeting in the manner set out above.
- 20.4 An appeal shall be decided upon by an ordinary majority of the votes held by the members present at a Special General meeting convened therefore.
- 20.5 Save as aforesaid, the Board of Directors shall have an absolute discretion and all its resolutions and decisions shall be final and binding on all members.
- 20.6 The Board of Directors shall not be compelled to give reasons for its decisions.

21. FINALITY OF RESOLUTIONS OF ANNUAL GENERAL MEETINGS

An Annual General meeting shall have an absolute authority and all its resolutions and decisions shall be final and binding on all members.

22. RESERVATION OF RIGHTS OR PRIVACY AND OWNERSHIP

Save as specifically provided in this Constitution, the members shall have the rights and privileges flowing from the ownership of their ground t common law and the members shall respect each others privacy.

23. LEVY

- 23.1 Members shall pay a monthly levy to the Home owners Association to be determined from year to year in advance by the Annual General Meeting. Such levy shall be based on the forecasted expenses of the Home Owners Association for the following year.
- 23.2 If at any Annual General Meeting no resolution is passed varying the monthly levy agreed or determined at the previous Annual General Meeting, such levy shall continue in force.
- 23.3 The monthly levy shall be paid every month on or before the 7th day of each and every month.
- 23.4 Penalties and interest as decided upon by the Board of Directors from time to time shall be payable by members on all levies in arrear.

24. EXPENDITURE

The Board of Directors shall control the funds of the Home Owners Association and shall not incur liabilities nor enter into any commitment which cannot be discharged out of funds on hand or forecasted income in the same financial year.

25. SPECIAL LEVIES

- 25.1 A Special levy may be imposed by the Board of Directors on members from time to time in order to supplement a shortfall in ordinary revenue, provided that such a levy shall be imposed only if agreed to be a majority of the votes held be the members present at a Special or Annual General Meeting.
- 25.2 In case of emergency, the Board of Directors may submit such a resolution for a special levy together with all information relevant hereto to the members for their decision by postal vote in such manner as the Board of Directors may prescribe.

26. BOOKS OF ACCOUNT AND AUDITORS

The Board of Directors shall ensure that proper books of account are kept which shall be audited annually to 28 February of each year by auditors

appointed by the Home Owners Association at the Annual General Meeting. The auditors shall prepare an annual balance sheet and statement of income and expenditure, certified copies of which must accompany the notice convening each Annual General Meeting. All books of account shall be open for inspection by members at such reasonable times and in such reasonable manner as may be prescribed by the Board of Directors.

27. DUTIES

27.1 Nature conservation, management of game, roads and fences

The Kumbagana Home Owners Association acknowledges the specialized nature of the Kumbagana Country Estate with respect to the management of the natural resources, nature conservation and the control of the game. These particular disciplines are the responsibility of CB Electrical Wholesalers & Contractors CC who owns the remainder of land as stipulated as well as all the game on all the properties that constitutes Kumbagana Country Estate. Except for the duties listed under 27.1.2 all expenses incurred in fulfilling the auspices for 27.1 will be for the account of the Kumbagana Home Owners Association.

27.1.1 Nature Conservation

- i. manage all veld and wild game resources within the Estate;
- ii. conservation of all flora and fauna within the Estate in accordance with accepted nature conservation standards;
- iii. management and control of all natural water resources including rivers, dams and water hole within the Estate;
- iv. the treatment and rehabilitation as well as prevention from erosion;
- v. the maintenance and inspections of any dam walls;

27.1.2 Management of Game

- i. the purchase and breeding of game to be sold for their own benefit and accounts
- ii. the capture of game which includes game that escaped the boundaries of the estate
- iii. the control over game which included the management of the amount of game on the estate in relation to the grazing capacity of the veld which includes the discretion to prescribe and direct culling
- iv. to capture or cull such number of such species of game as it deems advisable or necessary and to trade therein commercially of which proceeds will accrue to the CB Electrical Wholesalers & Contractors CC and shall be treated as income of CB Electrical Wholesalers & Contractors CC.
- v. the obligation to give notice beforehand within a reasonable period to all members and staff of the date when culling will happen to ensure the safety of everybody on the estate.
- vi. To inform the Kumbagana Home Owners Association on a regular basis of the game count on the estate.
- vii. To inform the said entities of any sale of game.

27.2 Other Duties

The Kumbagana Home Owners Association will have the following obligations and duties:

27.2.1 Roads

- i. The control, management, upkeep and administration of all main roads, game viewing road and hiking trails on the Estate including roads linking the units with the main roads
- ii. The control management, upkeep and administration of all bridges on the main roads.
- iii. The obligation to inspect all roads and clear if from any obstacles
- iv. To take the necessary precautions for the drainage of storm water from the roads
- v. The treatment of all main roads to minimize dust
- vi. The erection of direction boards and route numbers for all roads, game viewing trails and hiking trails

27.2.2 Fences

- i. the erection, upkeep, repair and inspection of the perimeter fences of the Estate
- ii. the obligation to ensure that the electrical fences are in working order at all time.

27.2.3 Security

- i. the management of all controlled access into the egress from the Estate
- ii. the appointment of personnel or a company of the Kumbagana Home Owners Associations choice to fulfil this duty
- iii. the management of all other security related matters on the Estate

27.2.4 Levies

- i. the collection and management of all levies and special levies
- ii. the payment of a budgeted amount as annually agreed upon between the Home Owners Association and the CB Electrical Wholesalers & Contractors CC to them for the maintenance of the roads and fences and nature conservation as set out in 27.1.1, 27.1.3 and 27.1.4

27.2.5 Membership applications

- i. the processing of all membership applications
- ii. the approval of membership applications
- iii. to inform applicants of the status of their memberships
- iv. to issue membership certificates
- v. to issue clearance certificates for purposes of transfer of the units

27.2.6 Water and electricity

- i. the reading of the water and electricity meters on a monthly basis at each unit
- ii. to furnish each unit owner with a monthly bill for water and electricity
- iii. the payment of Escom for electricity

27.2.7 Refuse Removal

- i. to determine as system by which refuse will be removed from each unit on a regular basis
- ii. to maintain a safe site for the refuse until collection.

28. SPECIAL OBLIGATIONS OF MEMBERS

Without restricting the generality of the obligations of the members to observe and be bound by the provisions of this Constitution, each member particularly undertakes:

- 28.1 that no hunting or capturing of game shall be carried out on his property
- 28.2 that no fences will be erected on his property
- 28.3 that he will ensure at all times that the natural fauna and flora be conserved and in no manner endangered
- 28.4 that he will at all times comply with the provisions of the rules of the Kumbagana Home Owners Association
- 28.5 that he will not permit commercialisation on his land
- 28.6 that he accepts the principle that a large number of people in the Estate is undesirable and not in the interests of game conservation
- 28.7 that he accepts the principle that peace and quiet is an integral part of the enjoyment of the fauna and flora in the Estate
- 28.8 that he accepts the principle that cleanliness is an integral part of the enjoyment of the fauna and flora in the Estate, and consequently agrees not to litter or to allow littering in the Estate.
- 28.9 Not to disturb or allow the disturbance of the fauna in the Estate
- 28.10 Not to destroy or damage any flora in the Estate or to remove any flora from the Estate;
- 28.11 Introduce any flora into the Estate, except with the prior written consent of the Board of Directors
- 28.12 That if he leases his unit in the Estate or any portion thereof, then he shall include the necessary provisions in the agreement of lease binding the Lessee to observe all the provisions of the Constitution.
- 28.13 That only one dwelling per plot may be erected according to the architectural guidelines

- 28.14 That the Architectural Committee has the right, in terms of clause 31 of the Constitution to decide whether or not a dwelling erected on land owned by members, complies with the requirements of the Constitution, and the Committees decision in this regard shall be final and binding on all members
- 28.15 That all clearly marked heritage sites will be respected and that no artefacts of any kind be removed from the sites
- 28.16 Not to drive in any riverbeds with any of the permitted ways of transport.

29. OPERATIONAL COMMITTEE

30. INTERPRETATION

Notwithstanding any other provision to the contrary except for all provisions made for CB Electrical Wholesalers and Contractors CC, all matters upon which this Constitution is salient and for which provision is reasonably required may be settled and decided upon by the Board of Directors in its discretion. They may decide all questions of interpretation of the Constitution and all such decisions shall be final and binding upon all members if not dissented from ant members as hereinafter provided. Any such decision shall be communicated in writing to all members and if any member disagrees therewith he shall within twenty-one (21) days after receipt thereof, notify the Board of Directors in writing accordingly his reasons for disagreement. In such an event the Board of Directors shall refer the matter to all members for their decisions by ordinary majority vote either at the next Annual General Meeting or by postal voting as the Committee may determine. Such decisions be majority vote shall be final and binding upon all members and there shall be no right or recourse to law.

31. MINUTES

Minutes of the proceedings of the Home Owners Association and of the Board of Directors shall be kept

32. EXECUTION OF DOCUMENTS

All power of Attorney, Deeds and other formal documents shall be executed on behalf of the Home Owners Association by the Chairman or Vice-Chairman and one other member of the Board of Directors

33. LIMITATION OF LIABILITY

With regard to claims against the Home Owners Association the liability of members of the Home Owners Association shall be limited to the payment of the unpaid subscriptions or other debts due to the Home Owners Association and all persons shall be deemed to contract or to deal with the Home Owners Association on this basis.

34. DISSOLUTION

The Home Owners Association may be dissolved is a Special General Meeting of members convened for the purpose of considering dissolution three quarters of the total number of votes of members entitled to vote are in favour of dissolution. No less than twenty-one (21) days notice shall be given of such a meeting and such notice shall clearly state the question of dissolution and disposal of the assets of the Home Owners Association will be considered. The meeting may at the same time determine all matters relating to the dissolution of the Home Owners Association and the disposal of the assets or funds of the Home Owners Associations. Upon dissolution the assets and funds of the Home Owners Association shall be distributed between the members registered as at date of dissolution.

ANNEXURE D

RULES – KUMBAGANA HOME OWNERS ACCOSIATION

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1. INTRODUCTION

- 1.1 The objective of the Kumbagana Home Owners Association (“the Home Owners Association”) is to provide a high quality lifestyle for residents within a nature estate (“the Estate”). The intention of these rules is to protect and maintain this lifestyle.
- 1.2 These rules have been established in terms of the Constitution of the Home Owners Association. They are binding on all occupants of the estate, as is any decision taken by the controlling body interpreting these rules
- 1.3 The members of the Home Owners Association are responsible for ensuring that members of their families, tenants, visitors, friends, invitees and all their employees abide by and respect these rules
- 1.4 Happy and harmonious living within the estate is achieved when residents use and enjoy their private property as well as the common areas and other facilities within the estate.
- 1.5 In respect of the interpretation of these rules, the decision of the Home Owners Association is final and binding on all parties.
- 1.6 These rules are subject to change from time to time as per the Constitution of the Home Owners Association.

2. USE OF PROPERTY

The member is the registered owner of a stand of approximately ±square meters. Save for the improvements and the immediate surrounds of the said property, he will not have the use of the remainder of the property other than has been set out in these rules together with the Constitution of the Kumbagana Home Owners Association. The remainder of the estate will be subject to a right of use in favour of CB Electrical Wholesalers & Construction CC for commercial farming and breeding of wildlife and for conservation purposes.

3. ROADS

- 3.1 All roads within the estate are for the movement of the CB Electrical Wholesalers & Construction CC or its shareholders, employees, consultants or any other person appointed by them
- 3.2 Within the estate are main vehicular roads, link roads to dwellings, game viewing roads and hiking trails
- 3.3 Motorised vehicles may only, drive on the main vehicular roads, and link roads to and from member’s residences. Vehicles are also permitted to travel on the game viewing roads save for such roads which the CB Electrical Wholesalers & Construction CC indicated to restricted

- 3.4 No quad bikes or motorbikes are permitted on the Estate
- 3.5 No vehicle is permitted to drive in open spaces in the veld and members shall obey such signage indicating various roads and game viewing paths.
- 3.6 Pedestrians, electric driven golf carts and bicycles only may take access across game viewing paths clearly indicated as such, and only pedestrians may traverse footpaths.
- 3.7 The speed limit within the estate shall be 30 kph and road signs displaying this limit will be placed in an around the road system
- 3.8 Same for the above, all enacted traffic legislation shall apply
- 3.9 Parents are responsible for ensuring that their children do not play or cause a nuisance on the road system
- 3.10 Residents are reminded that wildlife and game will frequently cross roads and speeds limits must be obeyed.

4. GOOD NEIGHBOURS

- 4.1 No business activity or hobby shall be conducted on any property which will cause aggravation or nuisance to fellow residents or which interferes with the expected tranquil nature of the estate, without written approval from the Home Owners Association.
- 4.2 The volume of music, electronic instruments, entertainment or activity of domestic employees should be at such level as not to cause nuisance to any other residents or wildlife on the estate
- 4.3 The use of power tools is restricted to the following hours
07:30 to 17:00 Monday to Friday
- 4.4 No washing should be hung on lines unless screened from all roads and neighbouring properties
- 4.5 Refuse must be properly retained from all wildlife and collection of refuse will be on a system determined by the Home Owners Association from time to time.

5. IMMEDIATE SURROUNDS

- 5.1 Every property owner shall be responsible for the maintenance of the building area of his property only

- 5.2 Caravans, trailers, boats, all garden storage buildings and non-permanent structures as well as equipment, tools, vehicle engines and parts, should be sited out of view and screened from roadways pr neighbouring properties, to the satisfaction of the Home Owners Association.
- 5.3 No building waste material or garden waste may be dumped anywhere and must be removed from the estate immediately by
- 5.4 Gardens should be created from indigenous flora only and then only in the building area. The Home Owners Association has the right at any time to restrict the creation of gardens should the Home Owners Association be of the opinion that they are not keeping with the flora of the estate. No non-indigenous, noxious or prohibited flora shall be planted anywhere on the estate, other than law.
- 5.5 No poisonous chemicals may be discharged anywhere in the estate
- 5.6 Swimming pool water may not be regulated by the direct insertion of chlorine or other poisonous chemicals
- 5.7 The use of any part of the Estate be residents is entirely at their own risk

6. USE OF THE ESTATE

- 6.1 Subject to the conditions as set out in paragraph 3 here above, the residents shall have the right of access over the estate, for the purposes of walking and game viewing but shall not interfere with any flora or fauna on the estate.
- 6.2 Animals shall at all times have right of way within the estate.
- 6.3 No dogs, cats or any other domestic animals or birds are permitted on the estate.
- 6.4 The onus shall be on a resident at all times to see to his or her own safety when walking or game viewing. The liability for the consequences of any injury sustained on the estate from whatever cause shall rest with the injured party.

7. PRESERVATION OF WILDLIFE ESTATE

In order to preserve the flora and fauna on the estate, every resident, guest or invitee shall:

- 7.1 not chase, hunt, shoot, trap, fish, molest or in any way interfere with the indigenous wildlife of the estate;
- 7.2 prevent veld fires and avoid the creating of fire hazards;
- 7.3 not create any disturbing noise;

- 7.4 not make any new foot path or new roads;
- 7.5 not establish or create any feeding or drinking point for game nor feed any animals or birds on the estate;
- 7.6 not provide housing to accommodate servants on the estate without the written consent of the Home Owners Association;
- 7.7 not make any fires other than in areas specifically designated therefore;
- 7.8 not drive in river beds or predetermined river bed roads other than at designated river crossings;
- 7.9 not keep a caravan on the estate;
- 7.10 drive only on clearly defined roads within the boundaries of the estate;
- 7.11 not take steps to set up camp on a temporary or permanent basis;
- 7.12 not collect or take anything from the estate, including any wood, stones, flora, fauna or the remains of fauna or remove any artefacts conserved within any heritage site;
- 7.13 not allow any child under the age of sixteen (16) years on the estate unless accompanied by and under the supervision of an adult of twenty-one (21) years of age or older;
- 7.14 not park unattended vehicles in areas other than those designated by the Home Owners Association from time to time;
- 7.15 not introduce any motorised generators or power plants onto the estate, without the prior written consent of the Home Owners Association;
- 7.16 Not introduce any motorcycles, quad bikes or other motorised vehicles other than those that are electric. battery driven onto the estate same those that commute directly from the entrance of the estate to a residence;
- 7.17 not drill holes, including boreholes on the estate;
- 7.18 Where applicable, maintain the exterior of any residential improvements, including the paint work, thatching, pipes and windows, in a good and sound condition to the reasonable satisfaction of the directors. Should the owners of a property not adhere to this rule, the Home Owners Association shall be entitled, but not obliged to take such steps as may be necessary to make such repairs at the cost of the owner.

8. ENVIRONMENTAL MANAGEMENT

- 8.1 No rubble, waste or refuse of any kind shall be dumped or discarded in any undeveloped areas or stands, public area, open space, road, water feature or stream. All rubble, waste or refuse will be removed according to the policy of the Home Owners Association from time to time.
- 8.2 Residents using open space for any reason are to leave it in the same state in which it was found.
- 8.3 Picnicking shall not be permitted on the estate other than in specially approved and demarcated areas.

9. SECURITY

- 9.1 Security is an attitude. It is for each members own benefit and for the benefit of the entire community
- 9.2 The security guards and the prescribed security system shall not be abused by any person.
- 9.3 Security protocol at any secured entrance shall be adhered to at all times.
- 9.4 Every owner must request his or her visitors and contractors to adhere to security protocol. Formalities and rules relating to access by visitors shall be determined by the Home Owners Association from time to time.
- 9.5 All occupants who require security in their dwelling are requested to install their own security system of the type recommended by the Home Owners Association.
- 9.6 The estate security will be manned 24 hours a day, on a basis to be determined from time to time by the Home Owners Association.
- 9.7 Vehicles security stickers must be affixed to vehicle windscreens to assist guards in the performance of their duties.
- 9.8 All owners and approved lessees shall be provided with security access cards of a type to be determined and consistent with the central security system selected.
- 9.9 The security on the estate will also be responsible for the enforcement of the rules of the Home Owners Association. They carry the authority to issue fines in the amount of R1 000.00 per offence. If the same member or his visitors, employees, contractors or tenants accumulate three fines, such matter will be referred to the Home Owners Association for necessary action.
- 9.10 Residents are not allowed to give the security personnel any instructions. All complaints must be lodged with the estate manager.

- 9.11 For special events like weddings or parties, it is the responsibility of the owner to arrange special permits for the guests with security.
- 9.12 All trucks and services delivery vans will only be issued with entry permits on proof of a delivery document clearly stating the site number
- 9.13 All trucks and services delivery vans may be subject to a security search.
- 9.14 Non-residents are not allowed to bring firearms onto the estate and must any person entering the estate with a firearm declare it. Special permission to enter the estate can then be obtained telephonically from the owner he wishes to visit. In the event that undeclared firearms, weapons are found, these will be confiscated and handed over to the police for collection is the owners.

10. TENANTS, VISITORS, CONTRACTORS AND EMPLOYEES

- 10.1 Should an owner let his property, he shall inform the Home Owners Association in writing in advance of the lessee taking occupancy on the form to be provided by the Home Owners Association. The owner shall inform the lessee of rules of the Home Owners Association and that such lessee shall be bound by these rules. Despite the foregoing the owner shall at all times be accountable for the actions of his lessee.
- 10.2 Owners and approved lessees shall be liable for the conduct of their visitors, contractors and employees at all times.
- 10.3 Owners are to ensure that contractors in their employ have signed a Contractors Code of Conduct and that they abide by the code.
- 10.4 Only one domestic servant will be permitted to reside on each property, unless otherwise approved by the Home Owners Association.
- 10.5 It is the responsibility of the owner to notify the security in advance of any visitors and to arrange with security for temporary permits and identity cards. No visitors will be allowed on the estate without the necessary arrangements.
- 10.6 No visitors will be allowed to travel unaccompanied from the main gate to the property of the owners. On arrival of any visitors, it is the responsibility of the owners to collect them at the main gate. In the alternative the owner can arrange with security, at a fee, to accompany any visitors to the owners dwelling.
- 10.7 It is the owner's responsibility to comply with these rules.
- 10.8 All potential buyers should be accompanied by an agent and will only be allowed to view property from 06:30 until 18:00. Potential buyers will only be allowed access under the same conditions as the visitors. If potential buyers want to view property
- 10.9 All visitor / potential buyer vehicles may be subject to a security search.

11. LETTING AND RESELLING OF PROPERTY

- 11.1 Should an owner wish to sell his property, only the accredited estate agent appointed by the Home Owners Association may be selected to manage the sale or lease.
- 11.2 The owner and / or the accredited estate agent must ensure that a purchaser is made aware of all rules and conditions applicable to the entire development.
- 11.3 The seller or lessor of a property within the development shall ensure that the sale or lease agreement contains the following clauses:

11.3.1 Sale

- 11.3.1.1 This agreement is subject to the consent of the Kumbagana Home Owners Association.
- 11.3.1.2 The purchaser acknowledges that the property may not be transferred until the purchaser has agreed to become a member of the Home Owners Association and agrees to be bound by its constitution and all other rules and regulations applicable to the entire development, for so long as he is the registered owner of the property.
- 11.3.1.3 The property may not be subdivided or fenced.

11.3.2 Lease

- 11.3.2.1.1 The lessee acknowledge that upon occupation of the premises, he and his family, his employees and invitees shall abide by all rules and regulations of whatever nature applicable to the control, management and running of the estate as may be applicable from time to time.
- 11.4 The agent shall be responsible to ensure that the lessee or purchaser is informed about and received a copy of all documentation applicable to the control, management and running of the estate, as may be applicable from time to time.
- 11.5 For so long as the Home Owners Association requires, the estate agent approved by the Home Owners Association will be the only accredited agent. The estate agent, after appointed, must sign an agreement with the Home Owners Association, to the effect that such agent shall adhere to the stipulated procedures applicable to the sale or lease of a property in the estate, having been familiarised with respect to all documentation relating to the transaction and the control, management and running of the estate.
- 11.6 The Home Owners Association reserves the exclusive right to review the accreditation of any agent and the policy relating thereto from time to time.

12. ADMINISTRATION

- 12.1 All levies are due and payable in advance to the Home Owners Association on the first day of each month and interest will be raised on overdue accounts at a rate to be determined from time to time by the Home Owners Association. A further penalty shall be raised on accounts in excess of sixty (60) days. Such penalty shall also attract the interest charge.
- 12.2 It is recorded in the Constitution of the Kumbagana Home Owners Association that the developer of the estate is not liable to pay levies on any property owned by it in the estate.
- 12.3 The Kumbagana Home Owners Association via its Trustees and the regulatory process may amend, add or delete any regulation from time to time as deemed necessary for the benefit of all residents and in the interest of sound management practices.
- 12.4 The Home Owners Association via its Trustees shall have the right to fine transgressors of any regulations in relation to its seriousness. Such fine shall be recovered via the levy invoicing system.
- 12.5 All levies are due and payable as set out in the Agreement of Sale

13. WATER AND ELECTRICITY

Each property will be provided with a water connection to the boundary of the property. Each property owner is thereafter responsible for the distribution of water from the connection to the dwelling and will such costs be for the members account. The member is also responsible for any leakage on his property and the repair and maintenance of water pipes within the boundaries of his/her property.

The same applies for the electricity connection. Each owner is responsible for the connection of electricity to his property and that all costs incidental to the connection is for the account for the member.