

CONSTITUTION

of

THE KWA MARITANE RESIDENTS ASSOCIATION

1. DEFINITIONS & INTERPRETATION

1.1 In this Constitution, unless otherwise provided or the context otherwise requires:

- 1.1.1 **Apartment** - means a cabana or chalet forming part of the scheme, including apartments which may be erected on the future development site, but excluding the hotel apartments, and when used in relation to a particular time-share holder means the apartment which is the subject of that time-share holder's time-share interest;
- 1.1.2 **The Association** - means the Kwa Maritane Residents Association;
- 1.1.3 **The Buildings** - means the buildings and improvements on the property;
- 1.1.4 **The Common Property** - means all the parts of the property other than those parts of the property which are subject to the exclusive use of the time-share holders, the holder of the hotel rights and the holder of the hotel apartment interests;
- 1.1.5 **The Constitution** - means this Constitution and includes the Rules;
- 1.1.6 **The Developer** - means Pilanesberg Resorts (Pty) Ltd;
- 1.1.7 **The Future Development Site** - means an area not exceeding 4,000 (four thousand) square metres, which may be selected by the Developer on the property and on which further apartments (not exceeding 30 [thirty] in number) may be erected by the Developer;
- 1.1.8 **Hotel** - means the restaurant, shop, conference rooms, games room, kitchen and related facilities forming part of the scheme but excludes for the purpose of 26.3, the hotel apartments;
- 1.1.9 **Hotel Apartments** - means the hotel rooms, cabanas, chalets and studio units which shall be deemed to constitute an integral part of the hotel in all respect except for the purposes 26.3;
- 1.1.10 **The Hotel Apartment Interest** - means the rights to the exclusive use of the hotel apartments for the duration of the lease;

- 1.1.11 **The Hotel Rights** - means the rights under the lease to the exclusive use of the hotel;
- 1.1.12 **The Lease** - means the lease entered into between the Government of The North-West Province, as lessor, and the Developer, as lessee, in respect of the property;
- 1.1.13 **The Managing Agent** - means the managing agent appointed in terms of 35;
- 1.1.14 **The Members** - mean the members of the Association;
- 1.1.15 **The Movable Property** - means the movable property referred to in 5.5;
- 1.1.16 **The Office** - means the office of the Association from time to time designated as such on the property;
- 1.1.17 **The Property** - means the property as defined in the lease;
- 1.1.18 **The Rules** - means the Rules for the use of the properties and buildings annexed to this Constitution;
- 1.1.19 **The Scheme** - means the property time-sharing scheme known as Kwa Maritane;
- 1.1.20 **Special Resolution** - means a resolution passed by a majority of not less than three-fourths of the votes of the members attending and voting at a general meeting of which at least fourteen days' notice specifying the proposed special resolution has been given;
- 1.1.21 **The Territory** - means the North-West Province and the Republic of South Africa;
- 1.1.22 **The Module** - means that period of time in each year of the lease during which a time-share holder is entitled to the exclusive use of an apartment;
- 1.1.23 **The Time Share Holders** – means the holders of time-sharing interest under the scheme;
- 1.1.24 **Time-Sharing Interest** – means the rights under the lease to the exclusive use of an apartment during a time module;
- 1.1.25 **Trustee** - includes an alternate trustee;
- 1.1.26 **The Trustees** - means the trustees for the time being of the Association or, as the case may be, the trustees assembled at a meeting of trustees at which a quorum is present;

- 1.1.27 **Unanimous Resolution** - means a resolution passed unanimously by the members attending and voting at a general meeting of which at least fourteen days' notice specifying the proposed unanimous resolution has been given;
- 1.1.28 A member's obligations relating to the use of any apartment shall endure only during the time module during which the member is entitled to the use of the apartment by virtue of his time-sharing interest;
- 1.1.29 Any reference to the singular shall include the plural and vice versa;
- 1.1.30 Any reference to natural persons shall include legal persons and vice versa;
- 1.1.31 Any reference to one gender shall include the other genders.
- 1.2 The clause headings used in this agreement are for convenience only and shall not be taken into account in interpreting the provisions of this agreement.

2. **ASSOCIATION**

- 2.1 The name of the Association is The Kwa Maritane Residents Association.
- 2.2 The Association shall be a universitas, shall have perpetual succession and shall be capable of suing and of being sued in its own name in respect of:
 - 2.2.1 Any contract made by it;
 - 2.2.2 Any damage to the property or buildings;
 - 2.2.3 Any matter arising out of the exercise of any of its powers or the performance or non-performance of any of its duties in terms of the Constitution.
- 2.3 The Association shall be responsible for the enforcement of the Rules, and for the control, administration and management of the scheme.
- 2.4 In order to enable the Association to fulfil its duties in terms of 2.3, the Association shall have among its objects:
 - 2.4.1 The entering into an agreement with the Developer or any other person, on such terms and conditions as the Association may deem fit, entitling the Association to the use of accommodation for the purpose of housing its employees;
 - 2.4.2 The entering into with the Developer of a deed of assignment, on such terms and conditions as the Association may deem fit, in terms of which the Association will acquire certain of the rights, and assume certain of the obligations, of the Developer under the lease.

3. DUTIES OF THE ASSOCIATION

- 3.1 The Association shall carry out the duties assigned to it by or under the Constitution, and such duties shall include the duty:
- 3.1.1 On behalf of the members and on its own behalf to insure the buildings and the movable property and to keep them insured against their full replacement value against such risks as the Association may determine;
 - 3.1.2 To insure against such risks as the Association may determine;
 - 3.1.3 Forthwith to apply any insurance money received by it in respect of damage to the buildings or movable property, in rebuilding and reinstating or replacing the buildings or movable property (as the case may be) in so far as this may be effected;
 - 3.1.4 To pay the premiums on any policy of insurance effected by it;
 - 3.1.5 To properly maintain the common property, the apartments and the movable property and to keep the common property, the apartments and the movable property in a state of good and serviceable repair;
 - 3.1.6 To comply with any notice or order by any competent authority requiring any repairs to or work in respect of the common property or the apartments;
 - 3.1.7 To ensure compliance with any laws relating to the common property and the apartments or to any improvement on land comprised in the common property;
 - 3.1.8 To control, manage and administer the common property and the scheme for the benefit of all members;
 - 3.1.9 To keep in a state of good and serviceable repair and properly maintain the plant, machinery, fixtures and fittings used in connection with the common property and the apartments;
 - 3.1.10 Subject to the rights of any authority to maintain and repair, including renewal where reasonably necessary, pipes, wires, cables and ducts existing on the property and capable of being used in connection with the enjoyment of any of the apartments or of the common property;
 - 3.1.11 On the written request of any member produce to such member or any person authorised in writing by such member the policies of insurance effected by the Association and the receipt or receipts for the last premium or premiums in respect thereof;
 - 3.1.12 On behalf of time-share holders to enforce the rights of the time-share holders in terms of the lease under time-sharing interests.

- 3.2 The duties of the Association shall, notwithstanding the provision of 3.1, not include the duty:
- 3.2.1 To maintain the hotel and the hotel apartments or to keep the hotel and hotel apartments in a state of good and serviceable repair;
 - 3.2.2 To control, manage and administer the hotel and hotel apartments;
 - 3.2.3 To keep in a state of good and serviceable repair and properly maintain the plant, machinery, fixtures and fittings used solely in connection with the hotel and hotel apartments;
 - 3.2.4 To maintain and repair pipes, wires, cables and ducts existing on the property and capable of being used only in connection with the enjoyment of the hotel and hotel apartments.
- 3.3 Neither the Association, nor any of its officers or employees, shall be responsible for any loss or damage which a member may sustain by reason of any act or omission on the part of the Association, its officers or employees, or otherwise howsoever, whether any such act or omission relates to the performance or non-performance by the Association or the trustees of their duties in terms of the Constitution or otherwise.

4. POWERS OF THE ASSOCIATION

- 4.1 The Association may exercise the powers conferred upon it or by or under this Constitution, and such powers shall include the power:
- 4.1.1 To establish for administration expenses a levy fund sufficient in the opinion of the Association for the control, management and administration of the scheme and the maintenance, repair and upkeep of the common property, the apartments and hotel apartments for the replacement and repair of the movable property, for the payment of all amounts owing under the lease, if any, for payments of all amounts owing in respect of the accommodation of staff, for the supply of electric current, gas, water, fuel and sanitary and other services to the common property, the apartments and hotel apartments and any premiums of insurance, and for the discharge of any duty or other obligation of the Association, which fund may include a reserve in respect of maintenance;
 - 4.1.2 To require the members whenever necessary, to make contributions to such fund for the purposes of satisfying any claim against the Association;
 - 4.1.3 To determine from time to time the amounts to be raised for the purposes of the aforesaid;
 - 4.1.4 To realise the amount so determined by levying contributions on the members in the proportion laid down in this Constitution;

- 4.1.5 To open and operate a current account and a savings account with a banking institution or a building society;
- 4.1.6 To appoint employees as it may deem fit;
- 4.1.7 To purchase or otherwise acquire, to take cession of, to sell, to give cession of, time-sharing interests, the hotel rights and the hotel apartment interests;
- 4.1.8 To purchase, hire or otherwise acquire immovable or movable property for purposes of the operation of the scheme;
- 4.1.9 To own property in its name;
- 4.1.10 To enter into such agreements as it may consider necessary in connection with the control, administration and management of the scheme including, but not limited to the agreements referred to in 2.4, and to do all such things as may be necessary to give effect thereto;
- 4.1.11 Where practicable, to establish and maintain suitable lawns and gardens and recreation facilities on the common property;
- 4.1.12 To borrow moneys required by it in the performance of its duties or the exercise of its powers;
- 4.1.13 To secure the repayment of moneys borrowed by it and the payment of interest thereon, by negotiable instrument or the hypothecation of unpaid contributions, whether levied or not, by ceding any rights held by it, by mortgaging any immovable property held by it or in any other manner whatsoever;
- 4.1.14 To invest any moneys of the funds referred to in 4.1.1;
- 4.1.15 To enter into an agreement with any authority or any person or body for the supply to the buildings and the property of electric current, gas, water, fuel and sanitary and other services;
- 4.1.16 To enter into an agreement with any member for the provision of amenities or services by it to an apartment or to the member or occupier thereof;
- 4.1.17 To do all things reasonably necessary for the enforcement of the Rules and the control, management and administration of the scheme;
- 4.1.18 To deny to any member the use of any accommodation within the scheme, during the period in which such member is in arrear in the payment of any moneys due from such member to the Association or otherwise in breach of any of the member's obligations under the Constitution;

- 4.1.19 To appoint a board of trustees of the Association, which, subject to the directions of the Association, shall exercise all the powers and perform all the functions conferred upon it by the Association;
- 4.1.20 To prohibit the transfer of any time-sharing interest unless all moneys due to the Association in respect of the time-sharing interest concerned have been paid or provision has been made to the satisfaction of the Association for the payment thereof;
- 4.1.21 To do all things necessary on behalf of the time-share holders to enforce the rights of the time-share holders in terms of the lease under time-sharing interest;
- 4.1.22 Generally to do or perform, or cause to be done or performed, any act deemed necessary for the furtherance of the objects of the Association.
- 4.2 Any contributions levied under any provision of 4.1 shall be due and payable on the passing of a resolution to that effect by the Association and may be recovered by the Association by action in any court, including any magistrate's court, of competent jurisdiction, from persons who are members at the time such resolution is passed.
- 4.3 The Association shall, on the application of a member or any person authorised by such member, certify in writing:
 - 4.3.1 The amount determined as the contribution of that member;
 - 4.3.2 The manner in which such contribution is payable;
 - 4.3.3 The extent to which such contribution has been paid by the member.
- 4.4 The Association shall have the right to assign to a managing agent any of its rights, powers and obligations in terms of the Constitution.

5. MEMBERSHIP AND RIGHTS OF MEMBERSHIP

- 5.1 Members
 - 5.1.1 All time-share holders, the holder of the hotel apartment interest and the holder of the hotel rights shall be members of the Association.
 - 5.1.2 No person, other than a time-share holder, the holder of the hotel apartment interests or the holder of the hotel rights shall be entitled to become a member of the Association.
- 5.2 A person shall cease to be a member of the Association when he ceases to be a time-share holder, the holder of the hotel apartment interests or the holder of the hotel rights.

- 5.3 Each time-share holder shall be entitled to the use and enjoyment of the common property during the time module to which the time-sharing interest of such time-share holder relates.
- 5.4 The holder of the hotel rights and the holder of the hotel apartment interests shall be entitled to the use and enjoyment of the common property.
- 5.5 Each time-share holder shall be entitled to the use and enjoyment of such furniture, linen, cutlery and crockery, television set and other electrical appliances as the Association may from time to time decide in connection with his use and enjoyment of the apartment.
 - 5.5.1 The movable property referred to in 5.5 shall at all times remain the property of the Association, and a member shall not be entitled to remove such movable property from the apartment.
 - 5.5.2 A member shall exercise such reasonable care in his use of such movable property.
 - 5.5.3 In the event of it being established by the Association, to its satisfaction, at the end of a time module that any movable property has been damaged or removed during that time module, then the member shall be liable for and pay on demand to the Association the cost of replacing or repairing such moveable property.
- 5.6 If at any time an apartment requires to be refurbished, renovated, repaired or maintained, the Association, through its contractors or employees, shall be entitled to access to the apartment for the purposes of carrying out such works as may be required to be done from time to time, provided always the Association will use its best endeavours to procure that such works are carried out during maintenance periods.
 - 5.6.1 If a member or any person using the apartment suffers any inconvenience from operations of the nature referred to in 5.6 or any similar operations conducted elsewhere in the buildings, the member or such other person shall have no claim whatever against the Association.
 - 5.6.2 Should the operations of the nature referred to in 5.6 be such as to deprive a member or any person lawfully claiming use of an apartment of beneficial use thereof, no claim whatsoever shall arise against the Association, but the Association shall use its best endeavours to provide the member or such other person without extra cost with temporary accommodation in an apartment elsewhere in the buildings.
- 5.7 A time-share holder shall not be entitled to exercise his rights in terms of the lease under his time-sharing interest without the prior written consent of the Association.

6. CERTIFICATE, REGISTER OF MEMBERS AND TRANSFERS

- 6.1 The Association shall keep a register of members at the office and shall enter therein:
 - 6.1.1 The names and addresses of the members and a description of the time-sharing interest held by each member;
 - 6.1.2 In respect of each member:
 - 6.1.2.1 The date on which his name was entered in the register as a member; and
 - 6.1.2.2 The date on which he ceased to be a member.
- 6.2 The Association shall issue a time-share certificate to each time-share holder.
 - 6.2.1 Such certificate shall:
 - 6.2.1.1 Be issued under the authority of the trustees in such manner and form as the trustees may from time to time prescribe;
 - 6.2.1.2 Bear the signature of 2 (two) trustees of the Association, or of 1 (one) trustee and the managing agent.
 - 6.2.2 If a certificate is defaced, lost or destroyed it may be replaced, provided that the trustees may, as they deem fit, determine terms as to an indemnity.
- 6.3 Every transfer must be in writing and in such form as the trustees may approve.
 - 6.3.1 The transfer form must be left at the office, accompanied (unless the trustees otherwise resolve) by:
 - 6.3.1.1 The certificate of the time-sharing interest to be transferred;
 - 6.3.1.2 Such other evidence (if any) as the trustees may require to prove the title or capacity of the intending transferor or transferee.
 - 6.3.2 The transferor shall be deemed to remain the holder of the time-sharing interest until the transferee is registered in the register of members as the holder thereof.
- 6.4 A time-sharing interest shall be freely transferable, provided that:
 - 6.4.1 The transferor has paid all amounts which may be owing by them to the Association;

- 6.4.2 The transferee applies to become a member of the Association and agrees to be bound by the provisions of the Constitution.

7. TRUSTEES OF THE ASSOCIATION

- 7.1 There shall be eight trustees, of whom:
 - 7.1.1 Two shall be appointed by the time-share holders;
 - 7.1.2 Two shall be appointed by the holder of the hotel apartment interest and the holder of the hotel rights;
 - 7.1.3 Four shall be appointed by the Developer.

8. QUALIFICATIONS

- 8.1 A trustee shall not be required to be a member or the nominee of a member who is a juristic person to qualify for office as a trustee.

9. ELECTION OF TRUSTEES

- 9.1 The trustees referred to in 7.1.1 shall be elected at each annual general meeting by the time-share holders and shall hold office until the next succeeding annual general meeting, but shall be eligible for re-election.
- 9.2 Trustees appointed by the holder of hotel apartment interests and the holder of hotel rights and those appointed by the Developer, shall be appointed on written notice to the Association lodged at the office, and shall hold office until they cease to hold office for any of the reasons set out in 16.

10. NOMINATIONS

- 10.1 Nominations by members for the election of the trustees referred to in 7.1.1 at any annual general meeting shall be given in writing, accompanied by the written consent of the person nominated, so as to be received at the office not later than 48 hours before the meeting provided that should there be no or insufficient duly accepted nominations before the meeting nominations may be called for and accepted at the meeting.

11. VACANCY IN NUMBER OF TRUSTEES AND CO-OPTION

- 11.1 The trustees may fill any vacancy in their number caused by a trustee referred to in 7.1.1 ceasing to be a trustee. Any trustee so appointed shall hold office until the next annual general meeting when he shall retire and be eligible for re-election as though he had been elected at the previous annual general meeting.

12. ALTERNATE TRUSTEES

- 12.1 A trustee may appoint another person, reasonably acceptable to his co-trustees, whether or not such other person is a member, to act as his alternate during his absence or inability to act as a trustee.
- 12.2 An alternate trustee shall have the power and be subject to the duties of the trustee by whom he was appointed.
- 12.3 An alternate trustee shall cease to hold office if the trustee appointing him ceases to be a trustee or if his appointment is revoked by the trustee who appointed him.

13. REMUNERATION

- 13.1 The Association shall reimburse the trustees, whether members or not, all disbursements and expenses actually and reasonably incurred by them in carrying out their duties and exercising their powers.
- 13.2 The Association may remunerate trustees, whether members or not, at such rate as may be approved by the Association in general meeting, provided always that an alternative trustee appointed by a trustee who is not a member shall look for his remuneration, if any, to the trustee appointing him and not to the Association unless the Association is instructed in writing by the trustee to pay any portion of his remuneration to such alternate trustee.

14. VALIDITY OF ACTS OF TRUSTEES

- 14.1 Any act performed by the trustees shall, notwithstanding that it is after the performance of the act discovered that there was some defect in the appointment or continuance in office of any trustee, be as valid as if such trustee had been duly appointed or had duly continued in office.

15. INDEMNITY

- 15.1 Subject to the provisions of 15.2, every trustee, agent or other officer or servant of the Association shall be indemnified by the Association against all costs, losses, expenses and claims which he may incur or become liable for by reason of any act done by him in the discharge of his duties, unless such costs, losses, expenses or claims are caused by the gross negligence, wilful default or fraudulent act of such person; and it shall be the duty of the trustees to pay such indemnity out of the funds of the Association.
- 15.2 The indemnity referred to in 15.1 shall not apply in favour of any managing agent appointed in terms of 35.

16. DISQUALIFICATION OF TRUSTEES AND REMOVAL FROM OFFICE

A trustee shall cease to hold office as such:

- 16.1 If by notice in writing to the Association he resigns his office;
- 16.2 If he is or becomes of unsound mind;
- 16.3 If he surrenders his estate as insolvent or his estate is sequestrated;
- 16.4 If he is convicted of an offence which involves dishonesty;
- 16.5 If, in the case of a trustee appointed in terms of 7.1.1, he is removed from his office by resolution of a general meeting of the Association, provided however that the intention to vote upon the removal from office is specified in the notice convening the meeting;
- 16.6 If, in the case of a trustee appointed in terms of 7.1.2 or 7.1.3 his appointer lodges a notice at the office terminating his appointment;
- 16.7 If he is or becomes in terms of section 69 of the South African Companies Act No 71 of 2008, disqualified from being appointed or acting as a director of a company.
- 16.8 The Association may at a general meeting remove any trustee appointed in terms of 7.1.1 before the expiry of his term of office and appoint another trustee in his place to hold office for the unexpired part of the term of office of the trustee so removed.

17. MEETINGS OF TRUSTEES

- 17.1 Subject to the provisions of 17.2, the trustees may give notice convening the meetings, meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. It shall not be necessary to give notice of a meeting of trustees to any trustee for the time being absent from the territory but notice of any such meeting shall be given to his alternate, if he has appointed one, provided that such alternate is in the territory.
- 17.2 A trustee may at any time convene a meeting proposed by him, which notice shall specify the reason for calling such a meeting provided that in the cases of urgency such shorter notice as is reasonable in the circumstances may be given.
- 17.3 All meetings of the trustees shall be held in the territory.

18. QUORUM

- 18.1 At a meeting of trustees, three trustees, of whom one shall be a trustee appointed in terms of 7.1.1, one a trustee appointed in terms of 7.1.2 and one a trustee appointed in terms of 7.1.3 shall be a quorum.
- 18.2 If the number of trustees falls below the number necessary to form a quorum, the remaining trustees may continue to act but only for the purpose of

appointing an additional trustee in terms of 11 to make up a quorum for the purpose of convening a general meeting of members.

- 18.3 If at any meeting a quorum is not present within thirty minutes of the appointed time of the meeting, such meeting shall stand adjourned to the next business day at the same time and the trustees then present shall form a quorum.

19. CHAIRMAN

- 19.1 At the commencement of the first meeting of trustees after each annual general meeting, the trustees shall elect a chairman from among their number who shall hold office as such until the end of the next ensuing annual general meeting of the members of the Association and who shall have a casting as well as a deliberative vote.
- 19.2 The Association may at a general meeting, in respect of which the requisite notice of special business has been given, remove the chairman from his office as such.
- 19.3 If any chairman elected in terms of 19.1 vacates his office as chairman or no longer continues in office by virtue of the provisions of 19.2, the trustees shall elect another chairman who shall hold office as such for the remainder of the period of the firstmentioned chairman and shall have the same rights of voting.
- 19.4 If any chairman vacates the chair during the course of a meeting or is not present or is for any other reason unable to preside at any meeting, the trustees present at such meeting shall choose another chairman for such meeting who shall have the same rights of voting as the chairman.

20. VOTING

- 20.1 All matters at any meeting of the trustees shall be determined by a majority of the votes of the trustees present and voting.
- 20.2 No trustee shall be disqualified from voting in respect of any contract or proposed contract or any litigation or proposed litigation with the Association by virtue of any interest he may have therein, provided he declares in writing the nature and extent of his interest which must thereupon be noted in the records of the meeting.
- 20.3 A resolution in writing signed by all the trustees for the time being present in the territory and being not less than are sufficient to form a quorum, shall be as valid and effective as if it had been passed at a meeting of the trustees duly convened and held, provided that where a trustee is not so present, but an alternate who is so present, then such resolution must also be signed by such alternate.

21. THE FUNCTIONS, POWERS AND DUTIES OF TRUSTEES

- 21.1 The duties and powers of the Association shall, subject to the provisions of this Constitution and to any restriction imposed or direction given at a general meeting of the members be performed or exercised by the trustees of the Association holding office in terms of these rules.

22. POWERS

- 22.1 Subject to any restriction imposed or direction given at a general meeting of the Association, the powers of the trustees shall include the following:
- 22.1.1 To appoint for and on behalf of the Association such agents and employees as they deem fit in connection with:
 - 22.1.1.1 The control, management and administration of the scheme; and
 - 22.1.1.2 The exercise and performance of any or all of the powers and duties of the Association.
 - 22.1.2 To delegate to one or more of the trustees such of their powers and duties as they deem fit, and at any time revoke such delegation;
 - 22.1.3 To make house rules from time to time for the control, use, safety and cleanliness of the common property, the apartments and the movable property, which house rules shall:
 - 22.1.3.1 Not conflict with this Constitution;
 - 22.1.3.2 Be reasonable;
 - 22.1.3.3 Apply insofar as practicable equally to all members.
- 22.2 The trustees may not make loans on behalf of the Association to members or to themselves.

23. SIGNING OF INSTRUMENTS

- 23.1 No instrument signed on behalf of the Association shall be valid and binding unless it is signed by two trustees, or by a trustee and the managing agent.

24. DUTIES OF THE TRUSTEES

- 24.1 The trustees shall do all things necessary for the control, management and administration of the scheme in terms of the powers conferred upon the Association in 4.1.17.
- 24.2 The trustees shall do all things reasonably necessary for the enforcement of the Rules and house rules in force from time to time.

25. INSURANCE

- 25.1 At the first meeting of the trustees or so soon thereafter as is possible, and annually thereafter, the trustees shall take steps on behalf of the members and on behalf of the Association to insure the building to the full replacement value thereof against:
 - 25.1.1 Fire, lightning and explosions;
 - 25.1.2 Riot, civil commotion, strikes, lock-outs, labour disturbance or malicious persons acting on behalf of or in connection with any political organisation;
 - 25.1.3 Storm, tempest, flood, including:
 - 25.1.3.1 Loss or damage caused by a rise in the underground water table or pressures caused thereby;
 - 25.1.3.2 Loss or damage to gates, fences, boundary walls, garden walls and retaining walls;
 - 25.1.3.3 Loss or damage caused by subsidence or land slide;
 - 25.1.4 Earthquake;
 - 25.1.5 Aircraft and other aerial devices or articles dropped therefrom;
 - 25.1.6 Bursting or overflowing of water tanks, apparatus or pipes;
 - 25.1.7 Impact with any of the buildings by any road vehicle, horses, cattle or wild animals;
 - 25.1.8 Housebreaking or any attempt thereat;
 - 25.1.9 Compensation for loss of occupation or loss of rent in respect of any of the above risks;
 - 25.1.10 Such other perils or dangers as the trustees may deem appropriate;
- 25.2 At the first meeting of the trustees or so soon thereafter as is possible, the trustees shall take steps:
 - 25.2.1 To insure the members and the trustees and to keep them insured against liability in respect of:
 - 25.2.1.1 Death, bodily injury or illness; or
 - 25.2.1.2 Loss of, or damage to, property, occurring in connection with the apartments, the hotel or the common property for a sum of liability of not less than one million Rand, which

sum may be increased from time to time and as directed by the members in general meeting; and

- 25.2.2 To procure a fidelity guarantee, in terms of which any loss of moneys belonging to the Association or for which it is responsible sustained as a result of act/s of fraud or dishonesty committed by any insured person being any person in the service of the Association and all trustees and persons acting in the capacity of managing agents of the Association, will be made good up to a total sum of liability equal to total levies due and payable in respect of a six month period, plus the accumulated reserves which sum may be increased from time to time as directed by the members in general meeting; and
- 25.2.3 To procure a cash policy in terms of which there will be made good:
 - 25.2.3.1 Loss of money in the course of business up to and including an amount equivalent to total levies due and payable in any one instalment or such lesser amount as the trustees from time to time may determine;
 - 25.2.3.2 Loss of or damage to any receptacle for which the Association is responsible resulting from the theft or attempted theft of money.
- 25.2.4 To insure the movable property owned by the Association for the full replacement value thereof against such risks as the trustees may decide.
- 25.3 The members may by special resolution direct the trustees to insure against such other risks as the members may determine.
- 25.4 Notwithstanding the preceding provisions of this clause 25, the trustees shall not be obliged to take out any of the insurance referred to if any such insurance is not obtainable or if the premium payable in respect of any such insurance is, in the opinion of the trustees, too high.

26. LEVIES

- 26.1 The trustees shall collect levies from members to meet the expenses of the levy fund referred to in 4.1.
- 26.2 The trustees shall estimate the amount which will be required by the Association to meet the aforesaid expenses during each year or portion thereof together with an estimated deficiency, if any, as may have resulted from the previous year. The trustees shall at every Annual General meeting of the Association present a budget in respect of such estimated amount and the levy required to meet that amount, and shall set out how the levy for the following year shall be raised. The trustees may include in such levies an amount to be held in reserve to meet any anticipated future expenditure, including any expenditure not of an annual nature, being expenses to be

incurred for the renovation of the buildings, common property and movable property.

- 26.3 The apportionment of the expenses shall be as determined in 26.4 and 26.5.
- 26.4 The costs for which the levy is raised shall consist of four basic categories namely:
 - 26.4.1 Costs as set out in 26.5.2 which are borne exclusively by the timeshare holders ("the Time-sharing Levy");
 - 26.4.2 Costs as set out in 26.5.3 which are borne exclusively by holders of the hotel rights ("the Hotel Levy");
 - 26.4.3 Costs as set out in 26.5.4 which are borne exclusively by the holders of the hotel apartment interests ("the Hotel Apartment Levy");
 - 26.4.4 Costs as set out in 26.5.5 which are borne by all the holder to time-sharing interests, hotel rights and hotel apartment interests ("the Common Service Levy").
- 26.5 The trustees shall in their sole discretion be entitled and obliged to apportion the costs which make up the levies into the four categories set out above subject to the following guidelines:
 - 26.5.1 The costs which generally comprise the time-sharing levy shall be the cost relating to the apartments being the subject of time-sharing interests such as the costs of cleaning and maintaining such apartments and matters relating exclusively to the utilisation of the time-sharing interests.
 - 26.5.2 Each holder of a time-sharing interest shall be obliged to contribute to the levy as follows:
 - 26.5.2.1 To contribute to the time-sharing levy in proportion that the floor area of the particular apartment bears to the total of all floor areas of all apartments being the subject of time-sharing interests, to the nearest square metre; and
 - 26.5.2.2 Contribute to the apportioned part of the common levy to the time-share holders, in the same proportion.
 - 26.5.2.3 Contribute such additional amounts as the trustees may determine in respect of special amenities, if any, serving that apartment such as a swimming pool or jacuzzi, which is not common to all the other apartments.
 - 26.5.3 The costs which generally comprise the hotel levy shall be the costs relating to the servicing and maintaining the hotel, which include the restaurant, kitchen facilities and conference facilities, such as the

costs of cleaning and maintaining, and matters relating exclusively to the utilisation of such interests.

26.5.4 The costs which generally comprise the hotel apartment levy shall be the costs relating to the hotel apartment interests, such as the costs of cleaning and maintaining the hotel apartments and matters relating exclusively to the utilisation of such interests.

26.5.4.1 The holder of a hotel apartment interest shall be obliged to contribute to the levy in the proportion that the floor area of the particular hotel apartment bears to the total of all floor areas of all the hotel apartments to the nearest square metre; and

26.5.4.2 Contribute to the apportioned part of the common levy to the holders of hotel apartment interests, in the same proportion.

26.5.5 The costs which generally comprise the common levy shall be the costs such as rates and taxes (if any), water and electricity charges (except where separately metered), insurance premiums, and costs which can be attributed exclusively to the maintaining of the common property.

The trustees shall at their sole discretion determine the apportioning of the common levy between the time-share holders, holders of the hotel rights and holders of the hotel apartment interests. So for example, should the cost of insurance for the hotel rights be greater than the cost of insurance for the time-share levy, the trustees shall take such disproportion into account when apportioning the liability for the common levy.

26.6 The trustees shall be entitled to round off the levy to the nearest R10,00 (ten rand) to ease the calculation and administration thereof.

26.7 All levies shall be payable to the Association in such manner and at such time as the trustees may decide.

26.8 It is recorded that the Association may provide ad-hoc services to members, upon such conditions as it may determine, such as laundry facilities, cleaning facilities, baby sitting and so forth. In the event of a member making a use of such ad-hoc services, the member shall be obliged to pay for such services in the amount equivalent to the then current charge list ruling for such services.

In this regard the trustees are entitled from time to time to issue a current charge list ruling for any such services.

26.9 The trustees may from time to time raise special levies upon the members or call upon them to make special contributions in respect of all such expenses as are mentioned in 26.2 above (which are not included in any estimates made in terms of 26.4 above) and such levies and contributions may be made

payable in one sum or by such instalments at such time or times as the trustees shall think fit.

26.10 A member shall be liable for and pay all legal costs, including costs as between attorney and client and collection commission, expenses and charges incurred by the Association in obtaining the recovery of arrear levies or any other amounts due and owing by such member to the Association.

26.11 Notwithstanding the provisions of 26.4 and 26.5:

26.11.1 No levy shall be payable by any member in respect of any period prior to the completion date of the scheme;

26.11.2 The trustees shall, prior to such completion date, estimate the amount required to be levied upon the members in respect of the period from the completion date to 30 June 1984 and make a levy upon the members in such estimated amount;

26.11.3 The trustees shall, as soon as possible after the imposition of the levy in terms of 26.11.2, determine the amount payable by each member in terms of 26.3, and shall forthwith advise each member in writing of the amount payable, which amount shall be payable on the said completion date.

26.12 For the purpose of 26.11:

26.12.1 The completion date of the scheme shall be deemed to be the date of issue by Selsick Kinnear Mitchell or such other firm of architects as may be employed by the developer from time to time in connection with the construction of the scheme of a certificate to the effect that the apartments have been completed substantially in accordance with the plans lying open to inspection by members, and that the construction of the scheme is sufficiently advanced for the purpose of the enjoyment of the time-sharing interests in the context of the scheme as a whole;

26.12.2 A person shall be deemed to be a member of the Association if his application for membership of the Association has been accepted notwithstanding that he is not yet a time-share holder, provided that, if the agreement in terms of which he is to acquire a time-sharing interest is cancelled for any reason whatever, the Developer shall be liable for the levy payable in terms of 26.11 (without prejudice to any rights which he may have against such other person).

27. SECURITY

27.1 As security for any indebtedness which a time-share holder may now or in the future have to the Association, and for the due and punctual performance of his obligations in terms of the Constitution, the time-share holder cedes and

pledges to the Association all rights whatsoever which the time-share holder has to and arising out of the time-sharing interest of the time-share holder.

27.2 Notwithstanding the cessation and pledge of the time-sharing interest, the time-share holder shall be entitled to exercise the time-sharing interest and all voting rights attaching thereto, provided that should any part of the time-share holder's indebtedness to the Association become due and payable and not be paid, the Association shall be entitled to exercise the time-sharing interest and the voting rights attaching thereto.

27.3 If a time-share holder:

27.3.1 Fails to pay any amount owing to the Association on due date and thereafter fails for a further period of 7 (seven) days after despatch of a demand by the Association to the time-share holder to pay such amount; or

27.3.2 Breaches any of the terms and conditions of this Constitution, which breach is capable of being remedied, and fails to remedy that breach within 14 (fourteen) days after despatch of a notice by the Association to the timeshare holder requiring them to do so; or

27.3.3 Breaches any of the terms and conditions of this Constitution, which breach is not capable of being remedied, either within the period of notice referred to in 27.3.2 or at all, at any time within a period of 5 (five) years after notice has been given to the time-share holder by the Association requiring the time-share holder not to commit any further breach of this agreement; or

27.3.4 Is a company and:

27.3.4.1 It is provisionally or finally liquidated or placed under judicial management; or

27.3.4.2 A meeting of its share holders is called for the purpose of passing a resolution to wind it up voluntarily; or

27.3.5 Is an individual and he is provisionally or finally sequestrated or surrenders his estate.

27.3.6 Then the Association shall be entitled, without prejudice to any other rights which it may have:

27.3.6.1 To declare all amounts owing by the time-share holder to the Association, whether then due and payable or not, immediately due and payable, and the time-share holder shall in any event be liable to make immediate payment of such amounts;

27.3.6.2 To obtain possession of the apartment during the time module which is the subject of the time-sharing interest;

27.3.6.3 As agent for and on behalf of the time-share holder, to let the apartment during the relevant time module and to collect all rents and monies payable by the tenant under such lease, and to deduct therefrom any monies whatsoever that may be owed by the time-share holder to the Association; and/or

27.3.6.4 To sell or dispose of or realise in any other manner (on such terms and conditions as the Association may in its sole discretion deem fit) the time-sharing interest ceded and pledged by the time-share holder to the Association in terms of 27.1.

27.4 The Association shall pay to the time-share holder any amount by which the proceeds of any sale in terms of 27.3.6.4 exceed the amount of the time-share holder's indebtedness to the Association.

27.5 The time-share holder hereby irrevocably appoints the Association as the time-share holder's lawful attorney and agent, in the time-share holder's name, place and stead, to sign all such transfer and other documents as may be required to give effect to the provisions of this clause 27.

28. RECORD OF RULES AND THEIR AVAILABILITY

28.1 The trustees shall keep a complete record of all rules and house rules in force from time to time.

28.2 The trustees shall on application of a member supply to such member a copy of all rules and house rules in force and may require him to pay a reasonable charge therefore.

29. MINUTES

29.1 The trustees shall:

29.1.1 Keep minutes of their proceedings;

29.1.2 Cause minutes to be kept of all meetings of the Association in a minute book of the Association kept for that purpose;

29.1.3 Include in the minute book of the Association a record of every unanimous resolution, special resolution and any other resolution of the Association.

29.2 The trustees shall keep all minute books, or microfilmed or other copies thereof, in perpetuity.

29.3 On the written application of a time-share holder the trustees shall make all minutes of their proceedings and of minutes of the Association, or copies thereof, available for inspection by such member.

30. ACCOUNTS AND RECORDS

- 30.1 The trustees shall cause proper accounts and records to be kept so as fairly to explain the transactions and financial position of the Association, including:
 - 30.1.1 A record of the assets and liabilities of the Association;
 - 30.1.2 A record of all sums of money received and expended by the Association and the matters in respect of which such receipt and expenditure occur;
 - 30.1.3 Individual accounts of each member.
- 30.2 On the application of any member the trustees shall make all or any of the accounts and records, or copies thereof, available for inspection by such member.
- 30.3 The trustees shall cause all accounts and records, or microfilmed or other copies thereof, to be retained for a period of 5 (five) years after completion of the transactions, acts or operations to which they relate.

31. FINANCIAL STATEMENT AND REPORT

- 31.1 The trustees shall cause to be prepared, and shall lay before every annual general meeting, for consideration in terms of 39, an audited financial statement in conformity with generally accepted accounting practice, which statement shall fairly present the finances and transactions of the Association for, and the state of affairs of the Association as at the end of the financial year concerned.
- 31.2 The trustees shall further cause to be prepared and shall lay before every annual general meeting, for consideration in terms of 39, a report signed by the chairman reviewing the affairs of the Association during the past year.
- 31.3 The trustees shall cause copies of the estimate in terms of 26.4 and the audited statement and report referred to in 31.1 and 31.2 to be delivered to each member at least fourteen days before the date of the annual general meeting at which they are to be considered.
- 31.4 Delivery under 31.3 shall be deemed to have been effected if the documents referred to are sent by prepaid post as a letter properly addressed to the member at his address registered in the register of members.

32. AUDIT

The trustees shall from time to time appoint an auditor of the Association and to fix his remuneration.

33. DEPOSIT AND INVESTMENT OF FUNDS

- 33.1 The trustees shall cause all moneys received by the Association to be deposited to the credit of an account or accounts with a registered commercial bank or building society in the name of the Association and, subject to any direction given or restriction imposed at a general meeting of the Association, such moneys shall only be withdrawn for the purpose of payment of the expenses of the Association or investment in terms of 33.3.
- 33.2 The trustees may authorise the managing agent to administer and operate the account referred to in 33.1 and 33.3.
- 33.3 Any funds not immediately required for disbursement may be invested in a savings or similar account with any building society or any other registered deposit receiving institution approved by the trustees from time to time.
- 33.4 Interest on moneys invested shall be used only towards payment of the expenses (including taxation, if any) of the Association or to provide for contingencies or to accumulate a reserve for future expenditure.

34. NO REFUNDS OR DISTRIBUTION OF PROFITS OR ASSETS

- 34.1 The members shall not be entitled to a refund of contributions lawfully levied upon them and duly paid by them.
- 34.2 No portion of the profits or gains of the Association shall be distributed to any member or any other person except upon destruction or deemed destruction of the buildings.

35. THE APPOINTMENT, POWERS AND DUTIES OF A MANAGING AGENT

- 35.1 Notwithstanding anything to the contrary contained in 24, the trustees may from time to time, and shall if required by the members of the Association in general meeting, appoint in terms of a written contract a managing agent to control, manage and administer the scheme and the common property and to exercise such powers and duties as may be entrusted to the managing agent, including the power to collect contributions levied and the power to appoint a supervisor, superintendent or caretaker.
- 35.2 The trustees shall ensure that there is included in the contract of appointment of all managing agents a provision to the effect that if he is in breach of any of the provisions of his contract, or if he is guilty of conduct which at common law would justify the termination of a contract between master and servant, the trustees may, without notice, cancel such contract of appointment and the managing agent shall have no claim whatsoever against the Association or any of the members as a result of such cancellation.
- 35.3 The contract with the managing agent shall further provide for the appointment to be revoked and such managing agent shall cease to hold office if:

- 35.3.1 Where the managing agent is a company, an order is made for its provisional or final liquidation; or, where the managing agent is a natural person, he surrenders his estate as insolvent or his estate is sequestrated; or
 - 35.3.2 The managing agent is convicted of an offence involving fraud or dishonesty; or, where the managing agent is a company, any of its directors is convicted of an offence involving fraud or dishonesty; or
 - 35.3.3 A special resolution of the members of the Association is passed to that effect; provided that in such event the managing agent so removed from office shall not be deprived of any right he may have to claim compensation or damages for breach of contract.
- 35.4 The managing agent shall keep full records of his administration and shall report to the Association on all matters which in his opinion detrimentally affect the value or amenity of the common property of the buildings.
- 35.4.1 The trustees shall give reasonable prior notice to the managing agent of all meetings of the trustees and the managing agent shall be entitled to be present thereat.
 - 35.4.2 The trustees shall from time to time furnish to the managing agent copies of the minutes of all meetings of the trustees of the Association.

36. MEETINGS OF MEMBERS GENERAL MEETING - WHEN AND WHERE TO BE HELD

- 36.1 Annual general meetings shall be held once every year, by not later than 31 December.
- 36.2 The financial year of the Association shall run from 1 March each year until the last day of February in the succeeding year.
- 36.3 All general meetings other than the annual general meeting shall be called general meetings.
- 36.4 All general meetings, including the annual general meeting, shall be held at such place in the territory as the trustees may direct.
- 36.5 The trustees may, whenever they think fit and shall upon request in writing made either by the holder of the hotel rights, the holder of the hotel apartment interests or by the members holding time-sharing interests representing 5% (five per centum) of the time modules available in respect of all time-sharing interests, convene a general meeting. If the trustees fail to call a meeting so requested within 14 days of the request the members concerned shall be entitled themselves to call the meeting.

37. NOTICE OF GENERAL MEETINGS

37.1 At least fourteen days' notice of every general meeting specifying the place, the date and the hour of the meeting and, in the case of special business, the general nature of such business shall be given:

37.1.1 To all members; and

37.1.2 To the managing agent.

37.2 The managing agent shall have the right to attend the meetings herein referred to and to speak at such meetings, but shall not, in its capacity as such, be entitled to vote thereat.

37.3 The notice referred to in 37.1.1 shall be deemed to have been sufficiently given and delivered if delivered in accordance with 31.4.

37.4 The notice referred to in 37.1 shall be accompanied by the documents referred to in 31.2 when it is given in respect of an annual general meeting.

37.5 Inadvertent omission to give the notice referred to in 37.1 hereof to any person entitled to such notice shall not invalidate any proceedings at any such meeting.

38. PROCEEDINGS AT GENERAL MEETINGS ORDINARY AND SPECIAL BUSINESSS

38.1 All business at any general meeting other than business referred to in 39.1.1 or 39.1.2 shall be special business.

39. ANNUAL GENERAL MEETINGS

39.1 The following business shall be transacted at an annual general meeting:

39.1.1 The election of trustees;

39.1.2 The consideration of the estimate referred to in 26.3 and the financial statement and report referred to in 31.1 and 31.2 in respect of the preceding financial year;

39.1.3 Any special business of which due notice has been given in terms of 37.

40. QUORUM

40.1 No business shall be transacted at any general meeting unless a quorum of persons is present in person or by proxy at the time when the meeting proceeds to business.

- 40.2 A quorum at a general meeting shall be three members present in person or by proxy and entitled to vote.
- 40.3 If within half an hour from the time appointed for 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, and if at the adjourned meeting a quorum is not present within half an hour of the time appointed for the meeting, the members present in person or by proxy and entitled to vote shall be a quorum.

41. CHAIRMAN

- 41.1 The chairman, if any, of the trustees shall preside as chairman at every general meeting of the Association unless otherwise resolved by members of the Association at such meeting.
- 41.2 If there is not such a chairman, or if at any meeting the chairman of the trustees is not present within fifteen minutes after the time appointed for the holding of the meeting, or if he is unwilling to act as chairman, the members present shall elect one of their number to be chairman.

42. VOTING AT GENERAL MEETING POLLS

- 42.1 At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless, either prior to or on the declaration by the chairman of the result of the show of hands, a poll is demanded by any person entitled to vote at such a meeting.
- 42.2 Unless a poll be so demanded a declaration by the chairman that a resolution has, on the show of hands been carried, shall be conclusive evidence of that without proof of the number or proportion of votes recorded in favour of or against such resolution.
- 42.3 A demand for a poll may be withdrawn.
- 42.4 A poll, if demanded, shall be taken in such a manner as the chairman thinks fit, and the result of the poll shall be deemed to be the resolution of the meeting at which such poll was demanded.

43. VOTES

- 43.1 On a show of hands, each member present shall have one vote.
- 43.2 On a poll:
 - 43.2.1 Each holder of a time-sharing interest present in person or by proxy and voting at the meeting shall be entitled to one vote in respect of each time module in respect of which he holds a time-sharing interest;

- 43.2.2 The holder of hotel rights and the holder of the hotel apartment interests shall be entitled to the same number of votes as the total number of votes cast by the time-share holders.

44. NO VOTE IN CERTAIN CIRCUMSTANCES

- 44.1 Except in certain cases where a special resolution or a unanimous resolution is required under the Constitution, a member shall not be entitled to vote at any general meeting if:
- 44.1.1 Any contributions payable by him have not been duly paid; and
 - 44.1.2 He has persisted in breach of any of the Rules or any of the house rules referred to in 22.1.3 notwithstanding written warning by the trustees or managing agent to refrain from breaching such rule or house rule.

45. JOINT VOTERS

- 45.1 Where two or more persons are registered as the joint holders of a time-sharing interest, any one of them, whether in person or by proxy, may vote as if he is the sole holder thereof.
- 45.2 If more than one of such joint holders are present at a general meeting in person or by proxy, only that holder who is present whose name appears first in the register of members in respect of the time-sharing interest, may vote.

46. PROXIES

- 46.1 Votes at a general meeting may be cast either personally or by proxy, whether on a poll or on a show of hands.
- 46.2 An instrument appointing a proxy shall, subject to the proviso hereto, be in writing under the hand of the appointer or his agent duly appointed in writing and shall be deposited at the office or such other place as may be specified from time to time by the trustees, not less than 48 hours before the time for the holding of the meeting at which the person named in the instrument proposes to vote, and in default of compliance herewith the instrument of proxy shall not be treated as valid.
- 46.3 A proxy need not be a member.

47. DUTIES OF MEMBERS AND OCCUPIERS OF APARTMENTS

- 47.1 A member shall:
- 47.1.1 Permit any person authorised in writing by the Association, at all reasonable times on notice (except in case of emergency when no notice shall be required), to enter an apartment for the purpose of

inspecting it, maintaining and repairing it and maintaining, repairing or renewing pipes, wires, cables and ducts existing in the apartment, or for the purpose of maintaining, repairing or renewing common property, or for the purpose of ensuring that the provisions of this Constitution are being observed;

- 47.1.2 Use and enjoy the common property in such a manner as not unreasonably to interfere with the use and enjoyment thereof by other members or other persons lawfully on the property;
- 47.1.3 Not use the apartment or permit it to be used in such manner as shall cause a nuisance to other members or other persons lawfully on the property;
- 47.1.4 Not use the apartment or permit it to be used in such a manner or for such purpose as shall be injurious to the reputation of the scheme;
- 47.1.5 Not contravene or permit the contravention of any law, by-law, ordinance, proclamation, statutory regulation or the conditions of any licence relating to or affecting the occupation of the buildings or the common property or the carrying on of business in the buildings or the conditions of title applicable to the property;
- 47.1.6 Not make any alterations to the apartment;
- 47.1.7 Not cause any damage to the apartment.

48. BINDING NATURE

- 48.1 The provisions of the Rules and of the house rules and the duties of the member in relation to the use and occupation of the apartment, the common property and the movable property shall be binding on the member, and any other occupant of the apartment, and it shall be the duty of the member to ensure compliance with the Rules and the house rules by any occupant, including servants, guests and any member of the family of any member or occupant.

49. AMENDMENT

- 49.1 The Constitution may, save as set out in 49.2, be amended or added to by way of a special resolution.
- 49.2 The provisions of the Constitution contained in clauses 5 and 26 may be amended or added to only by way of a unanimous resolution.

50. DISSOLUTION

- 50.1 The Association shall continue for as long as the lease continues, and on the termination of the lease the Association shall be dissolved.

- 50.2 On the dissolution of the Association it is obliged to give or transfer its assets remaining after satisfaction of its liabilities to some other society, company or association with objects similar to those of the Association.

51. OBJECTS

- 51.1 The objects of the Association are to provide social or recreational amenities or facilities to the members of the Association.
- 51.2 The activities of the Association are wholly or mainly directed to the furtherance of its sole or principle object.
- 51.3 The Association is not permitted to distribute any of its profits or gains to any person and shall utilise its funds solely for investment or the objects for which it has been established.

KWA MARITANE RESIDENTS ASSOCIATION

RULES FOR THE CONTROL AND MANAGEMENT OF THE KWA MARITANE TIME-SHARING SCHEME

1. The provisions of these Rules and the duties of the member in relation to the use and occupation of the apartment and of the common property shall be binding on the member and any other occupant of the member's apartment and on servants, employees, guests, invitees and members of the family of the member or other occupant of the apartment.
2. In the event of any dispute as to the interpretation of these Rules, the enforcement hereof or any breach hereof, the decision of the majority of the trustees shall be final and binding on all parties concerned in such dispute.
3. If the member breaches any of the provisions of the Constitution, or these Rules, the trustees shall be entitled to exercise all rights available to them or to the Association in law and in terms of the Constitution or these Rules and in particular the right to apply to court for an interdict against the offending member. The trustees shall, without prejudice to the foregoing but without incurring any obligation of being bound to do so, endeavour to warn an offending member in writing of any complaint made against him and request him to refrain from any conduct likely to give rise to a complaint of a similar nature.
4. The Association, the trustees or the managing agent may in special circumstances grant a relaxation of these Rules in writing, which relaxation shall be subject to such

conditions as may be imposed therein for such period as may be stipulated therein and which shall be subject to withdrawal at any time by the Association or the trustees in its or their discretion without ascribing any reason therefore.

5. If the Association or the trustees fail to enforce or delay enforcing any of the provisions of the Constitution or these Rules, a member shall be entitled to take all steps necessary to enforce these Rules against any other member.
6. If as a result of a breach by a member of any of the provisions of the Constitution or these Rules, the Association or the trustees instructs a firm of attorneys, the defaulting member shall be liable for all costs and charges of whatsoever nature on an attorney and client scale incurred by the Association or the trustees as a result thereof.
7. Without in any way detracting from or limiting the scope of the obligations of the member in terms of the Constitution, a member shall at all times and to the satisfaction of the trustees whose decision shall be final and binding:
 - 7.1 Keep the apartment in good, clean, sanitary and habitable order and condition;
 - 7.2 Use the apartment for residential purposes only;
 - 7.3 Ensure that the apartment is not occupied, if a cabana, by more than 5 persons or, if a chalet, by more than 8 persons at any one time.
8. Without in any way detracting from or limiting the scope of the obligations of the member in terms of the Constitution, a member shall not at any time:
 - 8.1 Use his apartment or the common property or permit it to be used in such a manner or for such purpose as shall cause or tend to cause a nuisance, disturbance, inconvenience or annoyance to any other member or occupant of the property;
 - 8.2 Make any alteration to or permit any extensions or additions to the apartment, whether interior or exterior;
 - 8.3 Not effect or cause to be effected any alterations or additions to the electrical installation or conduits, the water connections or the plumbing installation, nor any structural alterations whatsoever to the apartment;
 - 8.4 Throw or permit to be thrown rubbish, refuse or other material out of the windows or doors of the apartment or generally upon the common property;
 - 8.5 Keep any animal in the apartment or on the common property;
 - 8.6 Park any vehicles nor permit the parking of vehicles in such manner as shall impede or obstruct the normal flow of traffic on the common property;
 - 8.7 Do anything which may cause or allow any plants, creepers, shrubs, trees, grass, flowers or other improvements in or about the properties to become damaged, lopped, destroyed or removed.

9. A member shall in his use and enjoyment of the common property:
 - 9.1 Not do any hunting, shooting or capturing or keep any animals in captivity;
 - 9.2 Prevent veld fires;
 - 9.3 Not create any disturbing noise;
 - 9.4 Not make any new roads;
 - 9.5 Not make any fires other than in areas specifically provided therefor;
 - 9.6 Not drive in river beds unless specifically designated as a road;
 - 9.7 Not house a caravan;
 - 9.8 Only drive on clearly defined roads;
 - 9.9 Not take steps to or in fact set up camp on a temporary or permanent basis;
 - 9.10 Not collect or take anything from the common property, including any wood, stones, flora, fauna or remains of fauna;
 - 9.11 Not exceed a speed of 30 (thirty) kilometres per hour when travelling in any vehicle on the common property;
 - 9.12 Not introduce any flora onto the common property nor cultivate any flora on the common property;
 - 9.13 Not park vehicles in areas other than those designated by the trustees from time to time;
 - 9.14 Not introduce any bicycles or motor cycles onto the common property.
10. Protection of Personal Information Act No. 4 of 2013 (POPIA)
 - 10.1 The Association is obligated to ensure that it complies with the POPIA.
 - 10.2 Primarily the POPIA requires the Association to ensure that 8 conditions are complied with when the Association processes personal information.
 - 10.3 Personal information is primarily information of an owner such as their ID number, email address, physical address, telephone number, biometric information and private correspondence sent by that person.

- 10.4 The Association must at all times maintain an updated POPIA manual, compliant with the POPIA and any amendments thereto.
- 10.5 The approved Association POPIA manual must at least set out the above 8 conditions, the obligations of the Association in respect of the POPIA and the rights of Owners in regard to the POPIA.
- 10.6 The POPIA Manual and its contents are binding upon the Owners.
- 10.7 Failure by an Owner to comply with the contents of the POPIA manual may result in a penalty being imposed by the Trustees on the Owner.
- 10.8 The Owners have the right to submit a complaint to the Information Regulator appointed in terms of the POPIA when there has been interference with the protection of their personal information.
- 10.9 Civil proceedings may also be instituted against the Association by the Owners when there has been interference with the contents of the Owners personal information.