

REPUBLIC OF SOUTH AFRICA

COMPANIES ACT, 1973

ARTICLES OF ASSOCIATION OF A COMPANY

NOT HAVING A SHARE CAPITAL

Registration No. of Company

2008/012327/08

NAME OF COMPANY

**LA CAMARGUE HOME OWNERS ASSOCIATION
(NON-PROFIT COMPANY)**

(Hereinafter referred to as "the Association")

- A. The Articles of Table A contained in Schedule 1 to the Companies Act 1973 shall not apply to the Association.
- B. The Articles of the Association are as follows:

In these Articles the words standing in the first column of the table hereunder contained shall bear the meanings set out opposite them respectively in the second column thereof, if not inconsistent with the subject or content.

WORDS

MEANINGS

The Act	The Companies Act, 1973 (Act 61 of 1973) or any section or provision promulgated thereunder shall be deemed to be a reference to the Companies Act, 71 of 2008, as amended, and any equivalent section or provision of such Act.
These Articles	These Articles of Association is original framed or altered from time to time by Special Resolution; shall be deemed to be a reference to the Company's Memorandum of Incorporation.
Association	LA CAMARGUE HOME OWNERS ASSOCIATION (Non-Profit Company);
Association Areas	all public and private open spaces including roads and access, Gatehouse and communal Club House that are transferred to the Association or for which the Association accepts or has to accept responsibility;
The Constitution	The Constitution of the Republic of South Africa Act (Act 108 of 1996);
The Directors	The Directors for the time being of the Association;
The Development	The Residential Estate Development situated on Various Portions of Portion 62 (a portion of Portion 7) of the farm Rietfontein No 485 Registration Division J.Q., North West Province and any other property that may be incorporated into the Estate and which development shall be known as La Camargue and/or any extensions thereto;
The Development Phase	The period from proclamation of La Camargue Township and/or any extension thereto until the Developer has passed transfer to unrelated third parties of all 100 % (One hundred percent) of the erven in the Development;
The Developer	La Camargue Property Developers (Proprietary) Limited Registration Number 2017/070418/07;

The Office	The Registered Office for the time being of the Association;
The Property	Various Portions of Portion 62 (a portion of Portion 7) of the farm Rietfontein No 485 Registration Division J.Q., North West Province and any other property that may be incorporated into the Estate;
The Seal	The common seal of the Association, if any;
Members	(i) Initial Members are the members referred to in Article 3 Below; (ii) Members who are the owners from time to time of an erf in the development.
Month	Calendar Month;
Republic	The Republic of South Africa;

Writing shall include printing and lithography and any other mode or modes of representing or reproducing words in a visible form.

Words importing the singular number shall include the plural number and vice versa.

Words importing the one gender shall include the other genders; and

Words importing persons shall include both natural and legal persons.

Subject as aforesaid, any words or expressions defined in the Act, shall, except where the subject or context forbids, bear the same meanings in these Articles.

1. PRELIMINARY

- 1.1 If the provisions of these Articles are in any way inconsistent with the provisions of the Act, the provisions of the Act shall prevail, and these Articles shall be read in all respects subject to the Act.
- 1.2 Notwithstanding the omission from these Articles of any provision to that effect, the Association may do anything, which the Act empowers a company to do if so authorised by its Articles of Association.

2. PUBLIC COMPANY

The Association is regarded as a Non-profit Company.

3. MEMBERSHIP

- 3.1 The first members of the Association shall be:

ALEC JOHN BATES

IAN HENDERSON TODD

LAURA ANNE CALOGERO

STEPHANUS JOHANNES PAULUS KRUGER

HEDLEY MARTIN POUUNET

SANDRA LOU TODD

JACOBUS LOUIS PORTER

- 3.2 Any other person or entity taking transfer of an erf of the Development Property.

4. TRANSFER

- 4.1 The first members referred to in 3.1 above may resign as members once transfer of at least 7 (seven) of the erven in the Development Property have taken place.

4.2 Members referred to in 3.2 above:

4.3 may not transfer membership while being a registered owner of an erf of the development property.

4.4 will ipso facto cease to be a member of this company when such member ceases to be the registered owner of an erf in the development property.

5. TERMINATION OF MEMBERSHIP

5.1 A member shall ipso facto cease to be a member of the Association:

5.1 If his/her estate is finally sequestrated;

5.1.2 if, being a body corporate, an order for the final winding-up or judicial management of the member is granted or a special resolution for the winding-up of the member is duly passed and registered in terms of the Act;

5.1.3 if he/she is placed under curatorship;

5.1.4 in the case of any member other than those appointed in terms of 3.1, he/she is removed as a member by ordinary resolution of the members of the Association at a general meeting after due notice in writing of such resolution has been given. The notice shall state the name of the member to be removed and shall be given to all members of the Association.

6. GENERAL MEETINGS

6.1 A general meeting shall be held in every year at such time and place as may be prescribed by the Association in general meetings, or by the Directors, subject always to the provisions of the Act.

- 6.2 The abovementioned general meetings shall be called the Annual General Meeting; all other general meetings shall be called general meetings.
- 6.3 The Directors may, whenever they think fit, convene a general meeting, and a general meeting shall also be convened on a requisition by members representing not less than one-quarter of the total voting rights of all the members of the Association having at the date of the lodgment of the requisition a right to vote at general meetings of the Association or, in default, may be convened by the requisitioners as provided by and subject to the provisions of the Act. If at any time there shall not be within the Republic sufficient Directors capable of acting to form a quorum, any Director or any two members of the Association may convene a general meeting in the same manner as nearly as possible as that in which meetings may be convened by the Directors.
- 6.4 Every meeting of members shall, unless otherwise resolved by the Board of Directors, be held in the city or town in which the Association's registered office is for the time being situated.
- 6.5 The Association need not hold any particular Annual General Meeting if all members entitled to attend that meeting agree thereto in writing, and in such event a resolution in writing dealing with and disposing of:
- 6.6 the matters required in terms of the Act to be dealt with and disposed of at an Annual General Meeting of the Association; and
- 6.7 such other matters, if any, as may, in terms of the Act or these Articles, be dealt with at such a meeting and signed by all members entitled to vote at that meeting, before the expiration of the period within which that meeting is to be held, shall be deemed to be a resolution passed at an Annual General Meeting of the Association held in terms of the Act on the date on which the last signature to such resolution is affixed.
- 6.8 Provided all the members consent thereto in writing in advance of such meeting, any general meeting of members or Annual General Meeting may take place by means of a conference telephone call or similar telecommunications equipment by means of which all persons participating in the meeting can hear each other at the same time, and participation by such members shall constitute presence in person at a meeting.

7. PROCEEDINGS AT GENERAL MEETINGS

- 7.1 An Annual General Meeting and a meeting called for the passing of a Special Resolution shall be called by twenty-one (21) days' notice in writing at the least, and a meeting of the Association other than an Annual General Meeting or a meeting for the passing of a Special Resolution shall be called by fourteen (14) clear days' notice in writing at the least. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given, and shall specify the place, the day and the hour of meeting and, in the case of special business, the general nature of that business, and shall be given in a manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Association in general meeting, to such persons as are, under the regulations of the Association, entitled to receive such notices from the Association; provided that a meeting of the Association shall, notwithstanding that it is called by shorter notice than that specified in this regulation, be deemed to have been duly called if it is so agreed by a majority in number of the members having a right to attend and vote at the meeting who hold not less than ninety-five percent (95%) of the total voting rights of all the members. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice, shall not invalidate the proceedings of that meeting.
- 7.2 All business shall be deemed special that is transacted at a general meeting, and all that is transacted at an Annual General Meeting, with the exception of the consideration of the annual financial statements, the election of Directors and other officers in the place of those retiring by rotation and the fixing of the remuneration of the Auditors, shall be deemed to be special business.
- 7.3 No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business. Save as herein otherwise provided, six (6) members personally present at all times shall be a quorum.
- 7.4 If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week, at the same time and place, or if that be a public holiday, to the next succeeding day other than a public holiday, and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the members present shall be a quorum.
- 7.5 The chairperson of the Board of Directors shall preside as chairperson at every general meeting of the Association. If the chairperson of the Board of Directors is not present within fifteen (15) minutes of the time appointed for holding the meeting, or is unwilling to act as chairperson at that meeting, the members present shall choose one of the members to be chairperson for purposes of that meeting.

- 7.6 The chairperson may, with the consent of any meeting at which a quorum is present (and shall, if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned, notice of the adjourned meeting shall be given in terms of the Act. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at any adjourned meeting.
- 7.7 At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands.
- 7.8 In the case of an equality of votes, the chairperson of the meeting at which the show of hands took place, shall be entitled to a second or casting vote, subject to the provisions of clause 8.2 hereunder.

8. VOTES

- 8.1 Every member present personally (which in the case of a legal person, shall mean the presence of their duly authorised representative) at any general meeting shall have one vote, subject to the provisions of clause 8.2 hereunder. A member shall be entitled to appoint another member as their proxy to vote on that member's behalf.
- 8.2 Notwithstanding anything to the contrary herein contained, the Developer shall have the controlling vote, notwithstanding the number of votes cast by members to the contrary, during the Development Phase. Should any amendments be effected to these Articles, Memorandum of Understanding, the Builder's Code of Conduct, the Architectural Design Manual and Plan Submission Procedure, Landscaping Guidelines and the Estate Rules, the incorporating of further properties into the Estate as well as all capital expenses relating to the Estate, and all matters which are affected by the controlling vote, these may not be voted on and/or addressed in a general meeting without the presence of the Developer.
- 8.3 Subject to the provisions of the Act, a resolution in writing signed by a majority of the members for the time being entitled to receive notice of and to attend a vote at a meeting or members or by duly authorised representatives on their behalf shall be as valid and effectual as if it has been passed at a meeting of the Association duly convened and held.
- 8.4 A member who is in arrears with any amount due and payable to the Association loses all rights & privileges associated with membership and may not speak or vote at any meeting of the Association until such time as all amounts due to the Association by such member have been settled in full.

9. DIRECTORS

9.1 The number of Directors shall not be more than 5 (five).

9.2 The following provisions shall apply to the election of directors:

9.2.1 The Association shall be entitled to nominate 3 (three) individuals for election to the Board (and such entitlement includes the right to nominate a person for election to the Board to replace any previous nominee so selected who has, for any reason, ceased to be a director).

9.2.2 The Developer shall be entitled to nominate 3 (three) individuals for election to the Board (and such entitlement includes the right to nominate a person for election to the Board to replace any previous nominee so selected who has, for any reason, ceased to be a director).

9.2.3 The Association shall not be entitled to appoint or elect any further directors in general meeting.

9.3 The Developer reserves the right to appoint three (3) of the Directors at all times during the Development Phase.

9.4 The first Directors of the Association are:

9.4.1 ALEC JOHN BATES;

9.4.2 IAN HENDERSON TODD;

9.4.3 LAURA ANNE CALOGERO;

9.4.4 STEPHANUS JOHANNES PAULUS KRUGER;

9.4.5 ALBERT KEITH ROSENBAUM.

9.5 The Association may, from time to time at any meeting of members, increase the number of Directors, or set a limit to the maximum number of Directors.

9.6 The term of office of Directors appointed in terms of clauses 9.2 and 9.3 shall not be subject

to a fixed time period.

- 9.7 Unless the members otherwise determine in general meetings, any casual vacancy amongst the Directors appointed in terms of clause 9.2.2, occurring in the Board of Directors, may be filled by the Directors, provided a person so appointed shall only serve in office until the next Annual General Meeting, where after such Director shall be eligible for re-election.

9.8 A Director shall cease to hold office as such if:

- 9.8.1 he/she becomes prohibited from being a Director by reason of an order made under Section 219 of the Act; or
- 9.8.2 he/she becomes insolvent; or
- 9.8.3 he/she is found lunatic or becomes of unsound mind; or
- 9.8.4 he/she resigns his/her office by notice in writing to the Association; or
- 9.8.5 he/she compounds with his/her creditors; or
- 9.8.6 he/she absents himself/herself from three (3) successive meetings of Directors without special leave of absence from the other Directors; or
- 9.8.7 he/she ceases to be a Director by virtue of any of the provisions of the Act or becomes prohibited from being a Director by reason of any order made under the Act; or
- 9.8.8 he/she is removed by ordinary resolution of the members of the Association at a general meeting, after due notice in writing of such a resolution has been given on fourteen (14) clear days' notice at the least. The notice shall mention the name of the Director who it is proposed should be removed, and otherwise comply with the formalities that are set out in these Articles for a general meeting; or
- 9.8.9 he/she is otherwise removed in accordance with any provision of these Articles.

10. **POWERS AND DUTIES OF DIRECTORS**

- 10.1 The business of the Association shall be managed by the Directors, who may pay all expenses incurred in the promotion, formation, establishment and registration of the Association, and may exercise all such powers of the Association as are not by the Act, or these Articles, required to be exercised by the Association in general meetings, subject nevertheless to any of these Articles, to the provisions of the Act and to such resolutions not inconsistent with the aforesaid Articles or provisions as may be prescribed by the Association in general meetings; but no resolution made by the Association in general meetings shall invalidate any prior act of the Directors which would have been valid if such resolution had not been made.

10.2

The Directors shall cause minutes to be made in books provided for the purpose:

- 10.2.1 of all appointments of officers made by the Directors;
- 10.2.2 of the names of the Directors present at each meeting of the Directors, and of any Committee of the Directors
- 10.2.3 of all resolutions and proceedings at all meetings of the Association and of the Directors, and Committees of Directors.
- 10.2.4 No Director shall be disqualified by his/her office from contracting with the Association either as vendor, purchaser or otherwise, nor shall any such contract or contracts or arrangements entered into by or on behalf of the Association in which any Director shall be so contracting or being so interested be liable to account to the Association for any profits realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relation thereby established, but it is declared that the nature of his/her interest must be disclosed by him/her at the meeting of Directors at which the contract or arrangement is determined on, if his/her interest then exists, or in any other case at the first meeting of Directors after the acquisition of his/her interest; any Director may as a Director vote in respect of any contract or arrangement in which he/she is so interested as aforesaid.
- 10.2.5 A general notice that a Director is to be regarded as interested in any contracts or arrangements which may be made with any specified person, firm or corporation after the date of such notice shall be sufficient disclosure under this Article.
- 10.2.6 The Directors shall report to members and patrons regularly on the activities of the Association.

11. REMUNERATION OF DIRECTORS

- 11.1 The Directors shall not receive any remuneration and shall be subject always to the provisions of clauses 5 and 6 of the Association's Memorandum of Association. The Directors may be paid all travelling, hotel and other expenses properly incurred by them in or about the performance of their duties as Directors, including those of attending and travelling to and from meetings of the Directors and/or patrons or any Committee of the Directors and/or patrons or at any meeting of members of the Association.

1.2 The Directors may also pay any Director, who serves on any Committee or who devotes special attention to the business of the Association or otherwise performs services which, in the opinion of the Directors, are outside the scope of the ordinary duties of a Director, such remuneration as they may determine.

1 12. BORROWING POWERS OF DIRECTORS

- 12.1 The Directors may in their discretion, from time to time, raise or borrow from the members or other persons any sums of money for the purposes of the Association without limitation.
- 12.2 The Directors may secure the payment or repayment of any sums of money borrowed or raised in terms of these Articles or the payment of any debt, liability or obligation whatsoever of the Association or of a third party, in such manner and upon such terms and conditions in all respects as they think fit and in particular by the execution of bonds or the issue of debentures or debenture stock of the Association charged upon all or any part of the property and rights of the Association, both present and future, including its uncalled capital.

13 PROCEEDINGS AT DIRECTORS' MEETINGS

- 13.1 The Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be decided by a majority of votes. In case of any equality of votes, the chairperson of the meeting shall have a second or casting vote. A Director may, and the Secretary on the requisition of a Director shall, at any time, summon a meeting of the Directors.
- 13.2 A quorum at meetings of the board shall not be less than four (4), two of whom must be directors who were nominated for election by the Developers and two of whom must be directors who were nominated for election by the Association.
- 13.3 If, within half an hour from the time appointed for the holding of a meeting of the Board of Directors a quorum is not present, it shall stand adjourned to the same day in the next week at the same time and place.
- 13.4 Subject to the sanction of the members in general meetings, the continuing Directors may act, notwithstanding any vacancy in their body, but, if and so long as their number is reduced.

below the number fixed by or pursuant to the regulations of the Association as the necessary quorum of Directors, the continuing Directors may act for the purpose of increasing the number of Directors to that number, or of summoning a general meeting of the Association, but for no other purpose.

- 13.5** All acts done by any meeting of the Directors or of a Committee of Directors, or by any person acting as a Director shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Director or persons acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.

- 13.6** Subject to the Act:

13.6.1 a resolution in writing, including through the medium of telefax, signed by all the Directors for the time being present in the Republic and being not less than are sufficient to form a quorum, shall be as valid and effectual as if it had been passed at a meeting of Directors duly called and constituted;

13.6.2 in the case of matters requiring urgent resolution, if for any reason it is impractical to meet in the normal manner or pass a resolution as is contemplated in the sub-clause above, the meeting may be conducted and a resolution may be passed utilizing conference telephone facilities, provided that the required quorum is met.

14 CHAIRPERSON

The Developer may elect, from the persons appointed to the Board, the chairperson and determine the period for which each person is to hold office. The chairperson shall be entitled to preside over meetings of Directors and Members. If no chairperson or deputy chairperson is elected, or if at any meeting neither is present or willing to act as chairperson thereof within 10 (ten) minutes of the time appointed for holding the meeting, the Directors present, or the Members in terms of 7.5 above, shall choose one (1) of their number to be chairperson of such meeting.

15 VALIDITY OF ACTS OF DIRECTORS AND COMMITTEES

As regards all persons dealing in good faith with the Association, all acts done by any meeting of the Directors, or of a Committee of Directors, or of any executives, or by any person acting as a Director, shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment or continuance in office of any such Directors or persons acting as aforesaid, or that they or any of them were disqualified or had ceased to hold office or were not entitled to vote, be as valid as if every such person had been duly

appointed or was qualified or had continued to be a Director or was entitled to vote, as the case may be.

16 SECRETARY

The Directors may, from time to time by resolution, appoint a person or persons to be Secretary or Secretaries of the Association, and the Secretary may be a Director of the Association.

17 RESERVE FUND

The Directors may establish any reserve fund or funds for the purpose of meeting contingencies or for the furtherance of any of the objects of the Association, and such Fund or funds may be invested as the Directors may think fit.

18 ACCOUNTS AND AUDIT

18.1 The directors shall cause such books of accounts as are prescribed by the Act to be kept.

18.2 The books of accounts shall be kept at the registered office of the Association or at such other place or places as the Directors think fit, and shall always be open to the inspection of the Directors.

18.3 The Directors shall, from time to time in accordance with the Act, cause to be prepared and laid before the Association in a general meeting such voluntary audited annual financial statements as required by Section 30(2)(b)II(aa) the Companies Act.

18.4 A copy of the annual financial statements which is to be laid before the Association in general meetings, shall, not less than twenty-one (21) days before the date of the meeting, be sent to every member of the Association; provided that this regulation does not require a copy of those documents to be sent to any person of whose address the Association is not aware.

18.5 Auditors shall be appointed and their duties regulated in accordance with the Act.

19 NOTICES

- 19.1 A notice may be given by the Association to any member either personally or by sending it through the post in a prepaid letter addressed to such member at his/her registered address or (if he/she has no registered address in the Republic) at the address, if any, within the Republic supplied by him/her to the Association for the giving of notices to him/her.
- 19.2 Any notices if given by post shall be deemed to have been served at the time when the letter containing the same is put into the Post Office and, in proving the giving of the notice sent by post, it shall be sufficient to prove that the letter containing the notice was properly addressed and put in the Post Office.

20 INDEMNITY

Every Director, manager, officer of the Association and every person (whether an officer of the Association or not) employed by the Association as an auditor, shall be indemnified out of the funds of the Association against all liability incurred by him/her as such Director, manager, officer, or auditor, in defending any proceedings, whether civil or criminal, in which judgement is given in his/her favour, or in which he/she is acquitted, or in connection with any application under the Companies Act, Section 248 or any amendment thereof in which relief is granted to him/her by the Court.

21 WINDING UP

If the Association shall be wound up, the liquidator shall comply with the provisions of clauses 5.1 and 6 of the Association's Memorandum of Association.

22 RULES

- 22.1 Subject to any restriction imposed or direction given at a general meeting of the Association, the Directors may from time to time make and/or amend the existing Estate Rules in regard to :

- 22.1.1 the preservation of the environment including the right to control vegetation and the right to prohibit the erection of walls, fences and hedges, whether upon or within the boundaries of any erf;
- 22.1.2 the right to prohibit, restrict or control the keeping of any animal which they regard as dangerous or a nuisance;
- 22.1.3 the use, maintenance, repair and replacement of the Association Area including any roads and road reserves and any services, connections and equipment in such areas;
- 22.1.4 the access to and egress from any erven in the Association Area;
- 22.1.5 the right to determine and control all security measures in the Association Area;
- 22.1.6 the placing or fixing of ornamentation or embellishments upon the outside of buildings including the power to remove any such objects;
- 22.1.7 the conduct of any persons within the Association Area for the prevention of nuisance of any nature to any member;
- 22.1.8 the determination and recovery of charges for water and electricity consumed and/or any other municipal charge on the erven in the Association Area;
- 22.1.9 the control and collection of refuse;
- 22.1.10 the furtherance and the promotion of any of the objects of the Association and/or the better management of the affairs of the Association and/or the advancement of the interest of the members in the Association Areas or the Development;

23 RESTRAINT TO ALIENATION

A member shall not sell or otherwise agree to alienate any portion of the development property, unless it is a condition of such agreement that -

- 23.1 neither the stand nor any interest therein shall be transferred to any person ('the transferee') who has not bound him/her/itself to become a member of the Association.
- 23.2 the registration of transfer of the stand to the transferee shall ipso facto constitute the transferee as a member of the Association.
- 23.3 a member as the owner of the erf, or of any subdivision thereof, or of any sectional title unit erected thereon or of any interest therein shall not be entitled to transfer the erf, or any subdivision thereof, or any unit, or any interest therein, without the prior written confirmation of the association that:
 - 23.3.1 all amounts due to the Association by the member have been paid, as more fully dealt with in article 24 below;
 - 23.3.2 that all building requirements in accordance with the Architectural Design manual and Annexures thereto and Landscaping Guidelines in respect of the property have been met; and
 - 23.3.3 that the member has complied with all his obligations in terms of these Articles and the Estate Rules.

24 LEVIES

- 24.1 All members, excluding the first members mentioned in article 3.1 above, the Developer during the Development Phase, and except in the case of a First Member being an owner of an Erf shall pay a monthly levy to the Association on becoming a member of the Association, which membership fee may be determined from time to time by the directors.
- 24.2 The directors shall from time to time, determine the amount of the monthly levy payable by the members for the purpose of meeting all the expenses which the Association has incurred,

or which the directors reasonably anticipate the Association will incur, in the furtherance of its objects.

- 24.3** All members, excluding the first members mentioned in article 3.1 above the Developer, and except in the case of a first member who is the owner of an Erf shall be liable to pay levies, which levy shall exclude the following:

24.3.1 Electricity, which shall be based on the electricity consumption of the stand and which will be payable by the member in accordance with the monthly electricity meter reading for each individual stand;

24.3.2 Water, which shall be based on the water consumption of the stand and which will be payable by the member to the Association in accordance with the monthly water meter reading for each individual stand;

24.3.3 Rates and Taxes payable by each member to the Local Authority;

24.3.4 Refuse collection charges.

- 24.4** Any member who is the registered owner of more than one stand as reflected on the original General Plan, shall be liable to make payment of the levy in terms of 24.2 in respect of each stand owned by him,

24.4.1 Should the member have consolidated two (2) or more stands, the member will only be liable to make payment of the levy of one (1) stand only.

- 24.5** The developer shall not be liable to pay the levy in 24.2 on any unsold, proclaimed or unproclaimed stands to the Association but shall be liable for the payment of electricity and water in accordance with consumption and rates and taxes to the Local Authority.

- 24.6** The directors shall, prior to the end of the financial year, prepare an itemized estimate of the anticipated income and expenditure (which may include a reasonable provision for future replacement reserve funds and contingencies) of the Association during the ensuing financial year, estimate the amount required to be levied upon the members during such ensuing

financial year and determine the monthly levy payable by the members for the ensuing financial year.

- 24.7** The directors shall, as soon as possible after the imposition of the levy in terms of 24.6 determine the amount payable by each member in terms of 24.2, and shall forthwith annually advise each member in writing of the amount payable

24.7.1 Such amount shall be payable in equal monthly instalments due in advance on the first day of each month of the financial year.

24.7.2 The directors will, pursuant to 24.6, give the members at least 14 (fourteen) days' notice of any increase in the levies.

- 24.8** The directors from time to time may determine special levies payable by the members who are liable in terms of 24.3 or call upon them to make special contributions in respect of all such expenses as are mentioned in 24.2 above (which are not included in any estimates made in terms of 24.6 above) and such levies and contributions may be made payable in one sum or by such instalments and of such time or times as the directors shall think fit.

- 24.9** Interest shall be payable on arrear levies at the maximum rate as prescribed by the Usury Act or at such other rate as may from time to time be determined by the directors.

- 24.10** Any amount due by a member by way of a levy or interest thereon shall be a debt due by it to the Association

- 24.11** The obligation of a member to pay levies shall cease upon its ceasing to be a member, without prejudice to the Association's right to recover arrear levies and interest thereon.

- 24.12** No levies or interest paid by a member shall under any circumstances be repayable by the Association upon his ceasing to be a member, save in respect of levies paid in advance, which advance payment shall be repaid pro rata to the member when he ceases to be a member.

- 24.13** A member's successor in title to a stand shall be liable as from the date upon which it becomes a member pursuant to the transfer of that stand, to pay the levies referred to in this article.

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

24.15 No member shall be entitled to any of the privileges of a membership including, but not limited to the right to vote at any meeting by the members, unless and until it shall have paid every levy and interest thereon, and any other sum, if any, which may be due and payable by that member to the Association, from whatsoever cause arising.

24.16 The directors shall not be entitled to undertake on behalf of the Association any works of a capital nature, without the sanction of a resolution of the Association at a general meeting.

24.17 The directors shall without hesitation execute the powers vested in them in terms of 11 above with specific reference to instituting action for the recovery of any arrear levies and interest thereon.

24.18 A member shall not be entitled to transfer his stand without a clearance certificate from the Association certifying that all amounts owing by such member to the Association have been paid.

24.19 The clearance certificate to be issued by the Association in terms of article 24.18 above shall be issued under the hand of the directors or their appointed nominees.

24.20 The manager or directors in issuing the certificate in article 24.18 above shall be entitled to charge a reasonable fee therefore to be determined by the directors from time to time subject to review by the Association in a general meeting.

25 ALTERATIONS

25.1 A member may not effect any alterations or improvements on his stand/erf/unit of any nature without the prior written approval of the Association and any building plans in respect or any improvements to be erected on the erf shall be subject to the prior written approval of the Association in accordance with the Architectural Design Manual and Annexures thereto.

- 25.2 The Association may charge an individual fee to scrutinize the building plans for such an improvement payable by such member.

26 **CONSOLIDATIONS**

No more than 3 (three) stands may be consolidated without the prior written consent by the Association or the Developer.

27 **SPECIAL CONDITIONS**

- 27.1 The following erven shall be transferred to the Association and the Association shall have the full responsibility for these erven and the essential services serving the township contained therein:
- 27.1.1 The Gate House being Erf 1 La Camargue Township;
 - 27.1.2 The Club House being Erf 5 La Camargue Township;
 - 27.1.3 The private streets, being Erven 93 and 94 La Camargue Township, Erf 15 I La Camargue Extension I Township as well as Erf 205 La Camargue Extension 2 Township;
 - 27.1.4 The Private Open Space erven being Erven 95 to 99 La Camargue Township, Erven 152 and 153 La Camargue Extension 1 Township and Erf 206 La Camargue Extension 2 Township.
- 27.2 Each and every owner of the sub-divided Portions of Erven 3 and 4 La Camargue Township, Erven 6 to 92 La Camargue Township, sub-divided Portions of Erf 100 Erven 101 to 150 La Camargue Township Extension I, sub-divided Portions of Erven 188 and 196 and Erven 154 to 204 La Camargue Extension 2 Township and the proposed Erven or sub-divided Portions of Phase 4 to be developed on the proposed K20 road reserve shall become members of the Association and be subject to the Memorandum and Articles of Association of the Association upon registration of transfer of the erf until such owner ceases to be an owner of the erf.
- 27.3 The local authority shall not be liable for the malfunction of the surface of the access way and/or the storm water drainage system, and/or any essential services in the township.

- 27.4 Access from all erven in La Camargue Township to a public road shall be across Erf 1 La Camargue Township.
- 27.5 Access from all erven in La Camargue Extension I Township to a public road shall be across Erven 1, 93 and 94 La Camargue Township and Erf 151 La Camargue Extension 1 Township.
- 27.6 Access from al erven in and Ja Camargue Township Extension 2 Township to a public road shall be across Erven 1, 93 and 94 La Camargue Township, Erf 151 La Camargue Extension 1 Township and Erf 205 La Camargue Extension 2 Township.
- 27.7 The local authority shall have unrestricted access across Erf 1 La Camargue Township.
- 27.8 External access to the estate shall be via public servitude of right of way registered in favour of the Madibeng Local Authority in favour of *the* General Public for the use of the residents in the area. Any private engineering services for the Estate contained in the said road shall be for the responsibility and upkeep of the Association as required by the Local Authority.

28 ANNEXURES

- 28.1 The following annexures will follow part of and be incorporated into these Articles:

28.1.1 Estate Rules;

28.1.2 Architectural Design Manual;

28.1.3 Plan Submission Procedures;

28.1.4 Builder's Code of Conduct; and

28.1.5 Landscaping Design Manual.