
**GLENHAVEN COUNTRY ESTATE
MASTER HOME OWNERS ASSOCIATION
CONSTITUTION**

1. DEFINITIONS

1.1 In this Constitution and unless the context indicates otherwise:

1.2 the following words and expressions shall have the following meanings:

1.2.1 "**Approvals**" means the statutory Approvals and conditions thereof granted or imposed by any competent authority with jurisdiction at the approval of the Development (Glenhaven Country Estate) in terms of the applicable legislation, including the environmental authorisation in terms of the National Environmental Management Act 107 of 1998 and the rezoning and subdivisional planning approvals granted by the Municipality in terms of the Land Use Planning Ordinance 15 of 1985 or in terms of the By-Law;

1.2.2 "**Association**" means the Glenhaven Country Estate Master Owners' Association to be established in terms of Section 29 of the By-law;

1.2.3 "**Authorised Representative**" means a person authorised to act as the representative of any natural person, Body Corporate, company, close corporation, trust or an association of persons as the case may be;

1.2.4 "**By-Law**" means the George Municipality: Land Use Planning By-Law as published in Western Cape Provincial Gazette No. 7427 of 15 July 2015 (as amended);

1.2.5 "**Chairman**" means the chairman for the time being of the board of Trustees appointed in terms of **Clause 9** below;

1.2.6 "**Common Property**" means the land comprising services and/or infrastructure services (as defined) which are shared and from which a joint benefit is derived by members of the Association, excluding:

1.2.6.1 services and/or infrastructure services which falls within the control or management of any Home Owners Association approved in terms of the By-Law as well as any other legal entity fulfilling such function;

1.2.6.2 services and/or infrastructure services, the control and maintenance of which the Municipality is legally responsible for.

1.2.7 "**Companies Act**" means the Companies Act, 71 of 2008 and any amendment or modification thereof or substitution thereof from time to time;

1.2.8 "**Constitution**" means this Constitution of the Association (with all annexures thereto or documents incorporated into this Constitution by reference thereto) approved by the relevant local Council, in terms of Section 29 of the By-Law (being an Owners' Association) and any amendments thereto effected in terms of this Constitution;

1.2.9 "**Council**" means the Council of George Municipality and its successor/s in title;

- 1.2.10 **“Developer”** means:
- 1.2.10.1 Quickstep 442 (Pty) Ltd, Registration Number 2003/001056/07, (acting alone) for as long as it is the registered owner of any portion of the Development Property (the Initial Period);
- 1.2.10.2 After the Initial Period, the successor(s) in title or assigns of Quickstep 442 (Pty) Ltd in respect of any approved phase or phases of Glenhaven Country Estate acting jointly (if applicable) as envisaged in terms of **Clause 19.12** and **19.13**.
- 1.2.11 **“Development Property”** means Remainder Portion 52 Kraai Bosch No 195, in the Municipality and Division George, held by Deed of Transfer T27922/2003 and in extent 11,4070ha;
- 1.2.12 **“Development Period”** means the period from the establishment of the Association until the Developer has sold and transferred all land or portions of land comprising the Development Property;
- 1.2.13 **“Developer Trustee”** means a trustee appointed by the Developer;
- 1.2.14 **“Dispute Resolution Mechanism”** means the Dispute Resolution Mechanism as envisaged in terms of **Clause 24**;
- 1.2.15 **“Erf”** means any Erf, portion or subdivision of the Development Property and includes all improvements thereon;
- 1.2.16 **“Estate Manager”** means the Estate Manager appointed by the Developer or Trustees from time to time in terms of **Clause 25** below;
- 1.2.17 **“Financial year”** means the Financial Year of the Association which shall run from the first day of March in each year until the last day of February in the subsequent year;
- 1.2.18 **“Glenhaven Country Estate”** means the proposed estate or estates to be developed on the Development Property;
- 1.2.19 **“Infrastructure Services”** means the services as envisaged in terms of **Clause 2.1.20** of the Municipal Services Agreement and for which the Association may be or may become liable for the maintenance, control and management of;
- 1.2.20 **“Levy”** means the Levy or levies referred to in **Clause 6** below;
- 1.2.21 **“Mediator”** means the Mediator(s) as envisaged in **Clauses 24.5 to 24.8**;
- 1.2.22 **“Member”** means a Member of the Association;
- 1.2.23 **“Member Trustee”** means a trustee appointed by the Members;
- 1.2.24 **“Minutes”** means the minutes of a general meeting or a Trustees’ meeting, as the case may be;
- 1.2.25 **“Municipality”** means the George Municipality or its successor in title within whose boundaries and jurisdiction the Development Property is situated;

- 1.2.26 "**Municipal Services Agreement**" means the Services Agreement entered into between the Municipality, Glenhaven Country Estate (Pty) Ltd and Quickstep 442 (Pty) Ltd on 4 April 2016 or as may be amended;
- 1.2.27 "**Ordinance**" means the now repealed Western Cape Land Use Planning Ordinance 15 of 1985 (as amended);
- 1.2.28 "**Person**" means a natural person, juristic person and includes a close corporation, company, trust or an association of persons, as the case may be;
- 1.2.29 "**Quickstep**" means Quickstep 442 (Pty) Ltd, Registration Number 2003/001056/07;
- 1.2.30 "**Registered Owner**" means a Registered Owner of an Erf or Unit as registered in the relevant Deeds Office;
- 1.2.31 "**Site Development Plan**" means the Site Development Plan No _____ attached hereto as **Annexure 'A'**.
- 1.2.32 "**Services**" means the utilities and amenities as may be provided by or on behalf of the Association for the registered owners and residents within the Development Property.
- 1.2.33 "**Trustees**" means the Trustees of the Association consisting of the Developer Trustee/s and Member trustee/s;
- 1.2.34 "**Unit**" means a dwelling Unit to be erected on any Erf or Sectional Title Unit in a Sectional Title Scheme (as the context may determine).

LIST OF ANNEXURES

Annexure A – Site Development Plan

2. INTERPRETATION

In this Constitution:

- 2.1 The clause headings are for convenience and shall be disregarded in construing this Constitution.
- 2.2 unless the context clearly indicates a contrary intention
 - 2.2.1 the singular shall include the plural and vice versa;
 - 2.2.2 a reference to any one gender shall include the other genders; and
 - 2.2.3 a reference to natural persons includes legal persons and vice versa.
- 2.3 Words and expressions defined in any clause herein shall, for the purpose of that clause and in subsequent clauses, unless inconsistent with the context, bear the meaning assigned to such words and expressions in the clause in question.
- 2.4 When any number of days is prescribed in this Constitution, the same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or proclaimed public holiday in the Republic of South Africa, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.
- 2.5 Where figures are referred to in words and in numerals, if there is any conflict between the two, the words shall prevail.
- 2.6 If any provision of this Constitution is in conflict or inconsistent with any law of the Republic of South Africa, the invalidity of any such provision shall not affect the validity of the remainder of the provisions of this Constitution.
- 2.7 If any provision in a definition in this Constitution is a substantive provision conferring rights or imposing obligations on any of the Members then, notwithstanding that it is only in the Definition Clause of this Constitution, effect shall be given to it as if it were a substantive provision in the body of this Constitution.
- 2.8 All references to the provisions of the Companies Act are in respect of procedural and accounting matters of the Association only and should be read with any changes required by the context.
- 2.9 The duties, powers and functions of the Association shall be as set out in this Constitution.

3. COMMENCEMENT DATE AND STATUS

- 3.1 The Association will be established as a Master Owners Association as envisaged in terms of Section 29 of the By-Law with effect from the date on which the Developer transferred the first Erf or Unit to a Purchaser.
- 3.2 Pursuant to its Constitution, the Association shall enjoy perpetual succession and be a legal entity and exist independently of its members and shall be capable of suing and being sued in its corporate name in respect of:
 - 3.2.1 any contract made by it;

- 3.2.2 any damage done to the Common Property;
- 3.2.3 any matter in connection with the Glenhaven Country Estate and Common Property for which the Association is responsible, and any matter arising out of the exercise of its powers or the performance or non-performance of its functions under this Constitution;
- 3.2.4 no Member in his personal capacity shall have any right, title or interest to or in the funds or assets of the Association which shall vest in and be controlled by the Trustees.

4 OBJECTIVES AND RESPONSIBILITIES OF THE ASSOCIATION

- 4.1 It is recorded that the Glenhaven Country Estate is of a homogenous nature and that notwithstanding the fact that Members may hold title to their Erven or Units individually, the Association, through its Trustees, shall have all the powers that are necessary to accomplish the fulfilment of all objectives of the Association, including, but not limited to the powers specifically contained in this Constitution.
- 4.2 The Association shall be responsible for the enforcement of the terms and conditions of this Constitution, the control, administration, management, maintenance and upkeep of the Common Property for the benefit of all Members, to the extent that these matters are not the responsibility of the Municipality.
- 4.3 The Association shall have the following objectives, duties, powers and functions:
 - 4.3.1 to act as a Master Home Owners Association established in terms of Section 29 of the By-Law for the proposed development to be developed on the Development Property and in particular to ensure that the matters referred to in Sections 29(2)(b) and (c) of the Ordinance and in Section 29 of the By-Law are adhered to.
 - 4.3.2 to take transfer of those portions of the common property that are to be owned by the Association for the benefit of its members;
 - 4.3.3 enter into agreements of servitude for the benefit of its Members or any adjacent property development;
 - 4.3.4 to manage, oversee and control all security aspects of the Glenhaven Country Estate;
 - 4.3.5 to enter into agreements for the provision of any services with any competent authority or any other third party and to oversee the service levels of such competent authority or other third party, *inter alia* including the provision of access to the Glenhaven Country Estate, optic fibre, water, electricity and sewerage services to the Association and where required to supply such services to the various Members of Association;
 - 4.3.6 to negotiate municipal taxes, services fees, tariffs, levies and rebates with the Municipality;
 - 4.3.7 to maintain high aesthetic and architectural standards within Glenhaven Country Estate;

- 4.3.8 to control and manage the Development Property in accordance with the Approvals as well as any environmental management plan/s approved by the competent environmental authority.
- 4.4 As far as the Approvals or any conditions thereof are to be complied with during the operational phase of the Glenhaven Country Estate or is in terms of the Approvals envisaged to be the responsibility of the Association, it shall be obliged to comply with the Approvals and enforce compliance therewith by its Members.
- 4.5 Without limiting the generality of **Clauses 4.3.1 to 4.3.8**, the Association shall have the following responsibilities, obligations, powers and functions:-
- 4.5.1 The responsibility to maintain, repair, improve and keep in good order and condition the Common Property which includes private open space, roads and associated storm water drainage and the responsibility for the payment of all rates and taxes, all service charges and other taxes and/or levies charged and payable to the Council or any authority in respect of the Common Property and/or for payment of the salaries and/or wages of the employees of the Association and generally for the payment of all expenses necessarily or reasonably incurred in connection with the management of the Association, and the Association's affairs, including all and any expenses reasonably or necessarily incurred in the attainment of the objects of the Association or the pursuit of its business.
- 4.5.2 The right to impose levies upon the Members of the Association for the purpose of meeting all the expenses that the Association has incurred or to which the Trustees reasonably anticipate the Association will incur in the attainment of the objectives of Association or the pursuit of its business.
- 4.5.3 To ensure that all provisions of this Constitution are complied with by all Members/parties bound thereby.
- 4.5.4 To promote, advance and protect the Glenhaven Country Estate and the interests of the Association and all Members.
- 4.5.5 The responsibility for the management, control and ownership of the Common Property shall be transferred from the Developer to the Association upon completion of the infrastructure services to the satisfaction of the Council and when transfer of such responsibility is tendered to the Association by the Developer. The Developer will however remain obliged and responsible to complete the development programme in accordance with the conditions of approval imposed by the relevant authorities.

5. MEMBERSHIP OF THE ASSOCIATION

- 5.1 Membership of the Association shall be compulsory for every registered owner of an erf or unit within the Development Property, any Home Owners Association approved in terms of Section 29 of the By-Law or Section 29 of the Ordinance and the body corporate of any sectional title scheme.
- 5.2 Membership shall commence simultaneously with registration of transfer of an Erf or Unit into the name of the transferee.
- 5.3 Membership of the Association shall be limited to the Registered Owners of Erven or Units in the Glenhaven Country Estate provided that:

- 5.3.1 the Developer shall be deemed to be a Member of the Association during the Development Period;
- 5.3.2 any Home Owners Association approved in terms of Section 29 of the By-Law or Section 29 of the Ordinance;
- 5.3.3 the body corporate of any Sectional Title Scheme shall be a member of the Association;
- 5.3.4 where any such Registered Owner is more than one person, all owners shall be deemed jointly and severally to be one Member of the Association and shall nominate one of them to represent them and to vote at meetings of the Association;
- 5.4 When a Member ceases to be the Registered Owner of an Erf or an Unit, he shall *ipso facto* cease to be a Member of the Association, save for the Developer who shall remain a Member of the Association during the Development Period.
- 5.5 The rights and obligations of the Members shall rank in accordance with the provisions of this Constitution.
- 5.6 Notwithstanding anything to the contrary hereinbefore contained or implied, the cessation of a Member's membership shall in no way release a Member from any obligation undertaken by such Member prior to the cessation of his / her / its membership pursuant to:
 - 5.6.1 any provision of the Constitution of the Association; or
 - 5.6.2 any further or ancillary guarantee, commitment or obligation which such Member may have undertaken.
- 5.7 Membership shall be personal to the natural persons or entities in question and may not be assigned or transferred by them to any other natural person or entity.
- 5.8 The Association shall maintain at their office a register of Members, which shall be open to inspection by Members.
- 5.9 The Trustees may by regulation provide for the issue of a membership certificate, which certificate shall be in such form as may be prescribed by the Trustees;
- 5.10 The Trustees may by regulation further prescribe appropriate application documentation including inter alia the following:
 - 5.10.1 an application to register as a Member of the Association;
 - 5.10.2 an undertaking by a proposed Member to comply with all the obligations imposed on Members in terms of the Constitution, which undertaking must be signed by the proposed Member and deposited with the Association prior to the Association issuing a clearance certificate or consent to transfer a Unit or Erf in favour of such a proposed Member from any existing Member, provided always that this paragraph will not apply in respect of the transfer or alienation by the Developer of an Erf or Unit in favour of a proposed Member.
- 5.11 A Member shall not be entitled to resign as a Member of the Association.

- 5.12 Every Member is obliged to comply with:
- 5.12.1 the provisions of this Constitution and any rules or regulations passed by the Association in terms hereof;
 - 5.12.2 any agreement concluded by the Association insofar as such agreement may directly or indirectly impose obligations on a Member in its capacity as a Member;
 - 5.12.3 any directive given by the Trustees in enforcing the provisions of this Constitution.
 - 5.12.4 The rights and obligations of a Member are not transferable and every Member shall to the best of his ability further the objects and interests of the Association.
 - 5.12.5 The Members shall be jointly liable for expenditure incurred in connection with the Association. If a Member consists of more than one person such persons shall be jointly and severally liable in solidum for all obligations of a Member in terms of this Constitution.
 - 5.12.6 An ordinary Member shall not sell, alienate or give transfer of an Erf or Unit unless:
 - 5.12.6.1 the proposed transferee has irrevocably bound himself to become a Member of the Association and to observe the provisions of the Constitution for the duration of his ownership of the Erf and/or Unit;
 - 5.12.6.2 the Association acting through the Trustees has issued a prior written clearance that all outstanding levies and all amounts of whatever nature owing to the Association by such Member have been paid and that the Member is not in breach of any of the provisions of this Constitution; and
 - 5.12.6.3 the proposed transferee acknowledges that upon the registration of transfer of the Erf and/or Unit into his name, he shall ipso facto become a Member of the Association;
 - 5.12.6.4 The Association acting through the Trustees has granted written consent for the transfer of any Unit provided that such consent shall only be granted if the transferee of such Unit has agreed in writing to be bound by this Constitution and the rules thereof and has agreed in writing to be bound by the terms and conditions of the in force from time to time as far as it may be applicable to the transferee directly or indirectly;
 - 5.12.6.5 In the event that the Association ceases to function for whatever reason, the consent for the transfer of any Erf and/or Unit shall, during the Development Period, be granted by the Developer and thereafter by the Estate Manager.
 - 5.12.6.6 the conditions set out in **Clauses 5.12.6.1 to 5.12.6.4** above are incorporated in the relevant Deed of Sale in terms whereof the transferee acquires the Erf or Unit in question.
 - 5.12.6.7 For the avoidance of doubt, it is recorded that the provisions of this **Clause 5** do not apply to the Developer, that there will be no

restriction whatsoever on the ability of the Developer to pass transfer of any Erf or Unit and that accordingly the Developer does not need a clearance certificate from the Association before it will be entitled to alienate or transfer any Erf or Unit to any person or entity.

5.12.7 To acknowledge specifically that he has been appraised of the abovementioned and that each Member shall, if it leases out any Unit or grants any right to occupy any Erf or Unit:

5.12.7.1 enter into a written lease, or any other agreement as may be required by the Association, with the tenant in which the tenant is required to accept compliance with this Constitution and to give an undertaking that he will abide by the Constitution and in which the tenant is required to report to the Association and register his full details for security reasons prior to the taking of occupation;

5.12.7.2 be responsible to ensure that the tenant does thus register himself with the Association prior to taking occupation.

6. LEVIES

6.1 The Association shall establish and maintain a Levy fund for the purposes of meeting all expenses of the Association in respect of:

6.1.1 the control, management and administration of the Glenhaven Country Estate;

6.1.2 in general the attainment of its main objects as described in its Constitution;

6.1.3 the maintenance of Common Property and the costs of Services such as electricity, water and sewerage consumed or used on the Common Property;

6.1.4 the supply of any Services rendered by the Association;

6.1.5 payment of all expenses necessary or reasonably incurred in connection with the management of the Association;

6.1.6 the costs of the provision of security to the Glenhaven Country Estate; and

6.1.7 in general the cost of fulfilling any of the obligations of the Association.

6.2 The Trustees shall estimate the amount which will be required by the Association to meet the expenses referred to in **Clause 6.1** during each year, together with such estimated deficiency, if any, as shall result from the preceding year and may include in such estimate an amount to be held in reserve to meet anticipated future expenditure not of an annual nature;

6.3 The Association shall be entitled to require all Members, in accordance with the procedures set out in **Clause 6.4** below, to make contributions to such Levy fund (in the form of levies), for the purposes of satisfying the expenses referred to in **Clause 6.1**.

6.4 The procedure for raising and collecting Association Levies shall be as follows:

6.4.1 The Trustees shall submit the estimated expenditure referred to in **Clause 6.2** to the annual general meeting of the Association for consideration. It is recorded that:

- 6.4.1.1 the meeting shall be obliged to approve the following items of expenditure that are charged to the Association by outside third parties:
 - 6.4.1.1.1 all rates and taxes payable by the Association to the local authority, as well as any service charges payable to the local authority in respect of the Glenhaven Country Estate;
 - 6.4.1.1.2 the costs of the Developer's nominated provider of security services, including security guards, monitoring and surveillance, security fencing, gates and booms;
 - 6.4.1.1.3 the fee payable to any Estate Manager with whom the Association has entered into an agreement;
 - 6.4.1.1.4 All costs incurred or to be incurred by the Association in respect of the provision of Services and/or Infrastructure Services.
- 6.4.1.2 The Association shall have a discretion in regard to approval of the level of services and the cost thereof that the Association requires in respect of *inter alia* cleaning, gardening, landscape development, general maintenance, and the like.
- 6.4.2 The Association shall, within 6 (six) months after the end of the Financial Year, hold an annual general meeting in addition to any other general meetings during that year and, subject to **Clause 6.4.1** above, decide on proposed increases of the levies and the amounts to be charged to Members in respect thereof.
- 6.4.3 The Association shall notify any Body Corporate or Home Owners Association at least 45 days prior to their respective annual general meetings of the levies it has resolved to charge for the following year;
- 6.5 The Association may, from time to time by a resolution adopted by the Trustees, make special levies upon Members effective from the date of passing of the applicable resolution in respect of such expenses referred to in **Clause 6.1** which have not been included in the levies approved by the annual general meeting in terms of **Clause 6.4**, and such levies may be imposed and shall be payable in one sum or by such installments and at such time or times as the Trustees may determine in its resolution.
- 6.6 Any amount due by a Member by way of a Levy shall be a debt due by him to the Association payable on such time or times as determined by the Trustees. The Trustees may determine that a Levy is payable annually in advance in respect of the year for which it is calculated or in such monthly installments as it may determine.
- 6.7 Until such time as a new Levy pertaining to a forthcoming year has been determined pursuant to the provisions of this **Clause 6** above, every Member of the Association shall continue to pay the existing Levy currently in force, on account of the new Levy yet to be determined.

- 6.8 The obligation of a Member to pay a Levy shall cease upon his ceasing to be a Member, save that he shall remain liable for all levies calculated up to the date upon which he ceases to be a Member.
- 6.9 No levies paid by a Member shall be repayable by the Association upon cessation of the Member's membership.
- 6.10 A Member's successor in title to an Erf or Unit shall be liable, as from the date upon which he becomes a Member pursuant to registration of transfer of such Erf or Unit in his name, to pay the levies attributable to that Erf or Unit.
- 6.11 A Member shall be obliged to pay interest on any Levy not paid on the due date at the Prime Rate plus 5 percentage points per annum calculated on the levies due from time to time from the due date until the date that the arrear levies have been paid in full to the Association.
- 6.12 The Association shall be entitled to require a Member to sign a debit order authority to allow the Association or its authorised agent to collect levies directly from an operating bank account.
- 6.13 If any Member fails to make payment on due date of levies and/or other amounts payable by such Member including interest, the Association may give notice to such Member requiring him to remedy such failure within such period as the Association may determine and should he fail timeously to make such payments, the Association may institute legal proceedings against such Member without further notice and such Member will be liable for and shall pay all legal costs on the scale as between attorney and own client together with collection commission and any other expenses and charges incurred by the Association in recovering such amounts.
- 6.14 No Member shall (unless otherwise determined by the Trustees) be entitled to any of the privileges of membership including:
- 6.14.1 his right of access to and use of the Common Property;
- 6.14.2 his right to vote;
- until he shall have paid every levy and interest thereon and any other amount which may be due and payable by him to the Association;
- 6.15 The Association shall be entitled to undertake on behalf of its Members any reasonable and necessary permanent works of major capital nature without the sanction of a resolution of the Members adopted during a general meeting of Members.
- 6.16 The Trustees shall impose levies upon the Members for the purpose of meeting all the expenses which the Association has incurred or which the Trustees reasonably anticipate the Association will incur in the attainment of the objectives of the Association or in pursuit of its business and generally for the payment of all expenses necessary or reasonably incurred in connection with the management of the Association.
- 6.17 In computing the levy, the Trustees shall take into account all expenses relating to any Sectional Title Scheme to be administered by the Association, pursuant to the provisions of the Sectional Titles Act.
- 6.18 Each notice to each Member shall specify the contribution payable by that Member to such expenses and Levy fund.

- 6.19 Every Levy shall be payable in equal monthly installments due in advance on the first day of each and every month of each Financial Year.
- 6.20 In calculation of the levy payable by any member, the Trustees shall as far as reasonably practical:
- 6.20.1 Apportion those costs attributable generally to a specific Home Owners Association or Sectional Title Scheme to the owners comprising such Home Owners Association or the Body Corporate in respect thereof;
- 6.20.2 Apportion those costs relating to the common property to the owners of all erven and units equally. Provided however that the Trustees may in any case where it considers it equitable to do so, apportion to any member any greater or lesser share of the costs as may be reasonable in the circumstances.
- 6.21 The Association may come to agreement with the Developer for the repayment by the Association to the Developer of ongoing costs or expenses incurred by the Developer for the provision of Services to the Members during the Development Period.
- 6.22 The Trustees may enter into an agreement or agreements with the Developer for the provision of a capital sum and/or the transfer of land and/or equipment to the Association in lieu of levies.
- 6.23 Should any dispute arise at any time between the members and the trustees in regard to the determination or calculation of the levies, such dispute shall be subjected to the Dispute Resolution Mechanism.
- 6.24 In the event of any dispute arising in regard to the determination or calculation of any levy, every member shall until the determination of such dispute continue to pay the levies determined by the trustees.

7. ENTRENCHED PROVISIONS

- 7.1 The Developer has a continuing and permanent interest to ensure that certain basic provisions are entrenched during the Development Period to ensure the success of the development of the Glenhaven Country Estate. Accordingly, none of the following provisions of **Clauses 7.2 to 7.9** (both inclusive) may be deleted or varied in any way in terms of **Clause 26**, without the prior written consent of the Developer;
- 7.2 During the Development Period, only the Developer shall be entitled to submit any planning application to the Municipality as provided for in Section 15(2) of the By-Law;
- 7.3 The Association may register, where necessary, various service servitudes across the Development Property in favour of the local authority, the Developer and/or the Association, whether in respect of any separate Erven or the Common Property;
- 7.4 The Developer shall be entitled to incorporate adjacent immovable property into the Development Property and the Developer shall be entitled to develop the said property as it may deem fit, in which event all persons who become owners of Erven or Units in such development shall be entitled to or subject to as the case may be to the benefits, rights or obligations of Members of the Association;

- 7.5 No Member shall be entitled to object against any planning application submitted by the Developer in terms of Section 15(2) of the By-Law provided that such applications are not materially different to the development plan approved by the relevant authorities for that part of the larger development;
- 7.6 No Member shall subdivide, rezone or consolidate any Erf or Unit during the Development Period without the prior written consent of the Developer and without the prior written consent of the Association after the termination of the Development Period;
- 7.7 The Association shall at all times be entitled to draw electricity from Erven adjacent to sprinkler heads in road reserves for the purposes of powering the irrigation system for the verges of such road reserve. The cost thereof shall be borne by the Association but recovered as part of the Levy upon Members;
- 7.8 Ownership of an Erf or Unit does not confer any right, including that of access, in respect of property owned by the Developer, including any right or way or access across such property;
- 7.9 The Members acknowledge and agree that the Developer, its successor/s in title and its employees have certain rights, including rights of access across the Common Property;

8. SERVICES

- 8.1 The Association shall have the right to convey water, electricity, sewerage, telephone information technology, telecommunication, optic fiber, security communication, and any other services over any Erf or Building or any other portion of the Glenhaven Country Estate, whosoever is the owner thereof, and shall have the right of access to such premises for the purposes of installing, replacing and/or repairing such services.
- 8.2 The Members of the Association will allow reasonable access to employees or representatives of the Association into the Buildings, Units or Erven for purposes of maintaining any pipes or equipment or in general any of the systems necessary for the conveyance or provision of the services referred to above.
- 8.3 Furthermore, and without derogating from the aforesaid all Members of the Association will be obliged to provide their co-operation and to allow reasonable access to employees or representatives of the Association to enable them to install, implement and maintain any pipes or other modes of conveyancing of the services referred to above.
- 8.4 The Developer during the Development Period and thereafter the Association shall have the right to register servitudes of right of way and/or servitudes for the conveyance of electricity, fiber optic, water, sewerage, telephone lines, information technology, security systems and any other type of services and/or servitudes of encroachment or servitudes in respect of any common walls or structural support or any other servitudes in respect of any other type of use over any Erf, Unit, Building or Common Property in favour of the Association or in favour of any adjoining Erf or any other part of the Glenhaven Country Estate that in the opinion of the Developer or Association is reasonably necessary for the proper functioning of the Glenhaven Country Estate of the whole or any part of the Glenhaven Country Estate. In particular it is recorded that the servitudes of right of way will be registered in favour of the Association for the benefit of its Members over portions or Common Property as defined in this Constitution along routes that will be determined by the Developer or the Association on any Plan or on other servitude diagrams. The Members of the Association accept and shall be bound by and consent to registration of such reciprocal servitudes between Members of the Association and the Association as are provided for herein.

9. TRUSTEES

- 9.1 The Trustees of the Association shall for the Development Period be divided into two classes, namely Developer Trustees and Member Trustees. Upon expiry of the Development Period there shall only be Member Trustees.
- 9.2 There shall be not more than five (5) Trustees of the Association of whom, during the Development Period:
- 9.2.1 two (2) shall be Member Trustees appointed by the Members; and
- 9.2.2 the remaining Trustees shall be Developer Trustees appointed by the Developer.
- 9.3 After termination or expiration of the Development Period all the Trustees shall be appointed by the Members.
- 9.4 A trustee shall be a natural person and shall not necessarily be a Member of the Association. A trustee, by accepting his appointment to office, shall be deemed to have agreed to be bound by all the provisions of this Constitution.
- 9.5 The Trustees shall appoint one of their number to act as chairman for such term as they think fit, but not for longer than such person's tenure as a trustee. During the Development Period, the chairman shall be one of the Developer Trustees, unless the Trustees otherwise agree.

10 REMOVAL AND ROTATION OF TRUSTEES

- 10.1 Save as set out in this clause, each trustee, except for the Developer Trustees who shall not be required to rotate on an annual basis, shall continue to hold office as such from the date of his appointment to office until the annual general meeting next following his said appointment, at which meeting each trustee shall be deemed to have retired from office as such but will be eligible for re-election to the board of Trustees at such meeting.
- 10.2 A trustee shall be deemed to have vacated his office as such upon:
- 10.2.1 his having become disqualified to act as a director in terms of the provisions of the Companies Act;
- 10.2.2 his estate being sequestrated, whether provisionally or finally;
- 10.2.3 the commission by him of any act of insolvency;
- 10.2.4 his conviction for any offence involving dishonesty or any other serious criminal offence;
- 10.2.5 his becoming of unsound mind or being found lunatic;
- 10.2.6 his resigning from such office in writing;
- 10.3 Provided that anything done in the capacity of a trustee in good faith by a person who ceases to be a trustee, shall be valid until the fact that he is no longer a trustee has been recorded in the minute book of the Association.

- 10.4 Upon any vacancy occurring in the Trustees prior to the next annual general meeting, the vacancy in question shall be filled by a person nominated by those remaining for the time being of the Trustees. Whilst Developer Trustees are in office the remaining Developer Trustees shall nominate a person to fill any such vacancy in their number.
- 10.5 The Developer may remove and replace any Developer Trustee at any time upon written notice to the remaining Trustees.

11 TRUSTEES EXPENSES AND REMUNERATION

- 11.1 Trustees shall be entitled to be repaid all reasonable and bona fide expenses incurred by them respectively in or about the performance of their duties as Trustees as may be approved by the board of Trustees.
- 11.2 Trustees shall be entitled to remuneration in respect of the performance of their duties as determined by the Association at a general meeting of the Association.

12 POWERS OF TRUSTEES

- 12.1 Subject to the express provisions of this Constitution, the Trustees shall manage and control the business and affairs of the Association, shall have full powers in the management and direction of such business and affairs including the right of appointment and dismissal of any Estate Manager may exercise all such powers of the Association and do all such acts on behalf of the Association as may be exercised and done by the Association and as are not by this Constitution required to be exercised or done by the Association in general meeting, subject however to such rules as may have been made by the Association in general meeting or as may be made by the Trustees from time to time.
- 12.2 Save as specifically provided in this Constitution, the Trustees shall at all times have the right to engage on behalf of the Association the services of accountants, auditors, attorneys, architects, engineers, town planners, Estate Manager or any other professional firm or person or other employees whatsoever for any reasons deemed necessary by the Trustees on such terms as the Trustees shall decide.
- 12.3 The Trustees shall further have the power:
 - 12.3.1 to require that any construction of any nature within the Glenhaven Country Estate shall be supervised to ensure that the provisions of this Constitution and the rules are complied with and that all such construction is performed in a proper and workmanlike manner;
 - 12.3.2 to impose penalty levies, in their entire discretion, on Members in the event of a contravention of this Constitution;
- 12.4 The Trustees shall have the right to vary, cancel or modify their decisions and resolutions from time to time.
- 12.5 The Trustees shall be entitled to appoint committees consisting of such number of their Members and such outsiders, including an Estate Manager as they deem fit and to delegate to such committees such of their functions, powers and duties as they deem fit, with further power to vary or revoke such appointments and delegations as the Trustees may from time to time deem necessary.

- 12.6 Subject to **Clause 6.15**, the Trustees shall 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.
- 12.7 The Trustees shall be entitled to borrow money on behalf of the Association and to offer any asset of the Association as security for any such loan provided that the Trustees shall not be entitled to enter into any loan agreement, in terms of which an amount of more than R150 000.00 (One Hundred and Fifty Thousand Rand) is borrowed, without the sanction of a resolution of the Members adopted during a general meeting of Members. The Trustees shall not be obliged to stand surety for any of the aforementioned or other obligations of the Association.

13 PROCEEDINGS OF TRUSTEES

- 13.1 The Trustees may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit, subject to any provisions of this Constitution.
- 13.2 The quorum necessary for the holding of all meetings of the Trustees shall be (3) three Trustees present personally, provided that during the Development Period at least 1 (one) Developer Trustee shall be present at all meetings of Trustees to form a quorum. If no quorum is present within 15 (fifteen) minutes after the time for commencement of the meeting then it shall stand adjourned for 7 (seven) days, or if that is not a business day, then to the next business day thereafter, and those Trustees present at the adjourned meeting shall constitute a quorum.
- 13.3 At any meeting of the Trustees, each Member trustee shall have 1 (one) vote and each Developer Trustee shall have 3 (three) votes.
- 13.4 Any resolution of the Trustees shall be carried by a simple majority of all votes cast. In the case of an equality of votes for and against a resolution, the chairman of the Trustees shall have a second or casting vote.
- 13.5 The Trustees shall cause minutes to be kept of every Trustees meeting, which minutes shall, without undue delay after the meeting has closed, be reduced to writing and certified correct by the chairman. All minutes of Trustees' meetings shall, after certification, be placed in a trustee's minute book to be kept in accordance with the provisions of the laws relating to the keeping of minutes of meetings of directors of companies. The Trustees' minute book shall be open for inspection at all reasonable times by any trustee, the auditors, the Members and the Estate Manager.
- 13.6 A resolution signed by all the Trustees shall be valid in all respects as if it had been duly passed at a meeting of the Trustees.

14 GENERAL MEETINGS OF THE ASSOCIATION

- 14.1 The Association shall within 6 (six) months after the end of the Financial Year hold a general meeting as its annual general meeting in addition to any other general meetings during that year and shall specify the meeting as such in the notices in terms of Chapter 2 of Part F of the Companies Act.
- 14.2 Such annual general meeting shall be held at such time and place as the Trustees shall decide from time to time.

- 14.3 All meetings of the Members other than annual general meetings shall be called general meetings.
- 14.4 The Trustees may, whenever they think fit, convene a general meeting. A general meeting may also be convened by the Trustees on a requisition made in terms of Chapter 2 of Part F of the Companies Act, or should the Trustees not do so, may be convened by the requisitionists as provided for by and subject to the provisions of that section.

15 NOTICES OF MEETINGS

- 15.1 An annual general meeting and a meeting called for the passing of a special resolution shall be called by not less than 21 (twenty one) clear days' notice in writing and any other general meeting shall be called by not less than 14 (fourteen) clear days' notice in writing. 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 the meeting and shall be given in the 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 this Constitution, entitled to receive such notices from the Association: provided that a meeting of the Association shall notwithstanding the fact that it is called by shorter notice than that specified in this article, be deemed to have been duly called if it is so agreed by not less than 51% (fifty one percent) of the Members having a right to attend and vote at the meeting.
- 15.2 The annual general meeting shall deal with and dispose of all matters prescribed by the Companies Act, the consideration of the annual financial statements, the election of Trustees, the noting of the Levy for the Financial Year during which such annual general meeting takes place, the appointment of an auditor and may deal with any other business laid before it. All business laid before any other general meeting shall be considered special business and shall not be in conflict with any stipulation of this Constitution.

16 PROXIES

- 16.1 A Member may be represented at a general meeting by a proxy, who must be a Member of the Association or a director, Member, partner or trustee of that Member, save for the Developer whose proxy need not necessarily be a Member.
- 16.2 To be effective at a meeting or adjourned meeting, a proxy together with the original or a notarially certified copy of any power of attorney or other authority under which it is signed must be lodged with the Association at least 24 (twenty four) hours before the commencement of the meeting or adjourned meeting concerned but the Trustees may from time to time determine that such documents:
- 16.2.1 are to be lodged at a particular place; or
- 16.2.2 are to be lodged a certain number of hours, not exceeding 48 (forty eight) in all, before the meeting; or
- 16.2.3 may be lodged at any time before or during the meeting.

Notwithstanding the foregoing the chairman of the meeting may agree to accept a proxy tendered at any time before or during the meeting.

- 16.3 A proxy shall be valid for an indefinite period unless it is stated on the proxy that it is only to be valid for a shorter period. The instrument appointing a proxy shall be in the form as

prescribed by the Association. A proxy shall be valid for any adjournment of the general meeting to which it relates unless otherwise indicated on the proxy.

17 QUORUM

- 17.1 No business shall be transacted at a general meeting unless a quorum is present both when the meeting proceeds to business and when any resolution is to be passed. Save as herein otherwise provided, 10% (ten percent) of the Members present in person or by proxy shall constitute a quorum, provided that at least 3 (three) Members are present in person at such meeting and provided that during the Development Period, at least 1 (one) representative of the Developer is present at such meeting.
- 17.2 If within 15 (fifteen) minutes after the time appointed for the commencement of a general meeting or within such extended period as the chairman of the board or, in his absence, the deputy chairman, may allow, a quorum is not present, the meeting shall be dissolved if it was convened on requisition. In all other cases the meeting shall stand adjourned to the same place at the same time on the same day of the next week (or if that day is not a business day, the first business day following that non-business day) or to such other place, time and day as the board may determine. If a quorum is not present at such adjourned meeting, the Members present shall constitute a quorum.

18 ADJOURNMENT BY CHAIRMAN WITH CONSENT OF MEETING

- 18.1 The chairman of a general meeting may adjourn the meeting from time to time and from place to place if the meeting approves of each adjournment by majority vote. In the event of such an adjournment:
- 18.1.1 no notice need be given of the adjourned meeting save for an announcement at the meeting of the date, time and venue of the adjourned meeting (unless the meeting is to be adjourned for 30 (thirty) days or more in which event notice is to be given in the same manner as for the original meeting);
- 18.1.2 only business left uncompleted at the original meeting may be transacted at the adjourned meeting.

19 VOTING RIGHTS OF MEMBERS

General Meetings

- 19.1 Members shall be entitled to vote only on the matters raised on the agenda of every general meeting.
- 19.2 At every general meeting:
- 19.2.1 each Member, present in person or by proxy and entitled to vote, shall have one vote for each Erf or Unit held or registered in his name;
- 19.2.2 if an Erf is registered in the name of more than 1 (one) person, then all such co-owners shall jointly have only one vote;
- 19.2.3 during the Development Period, the Developer shall be entitled to three times the total number of votes of all the other Members of the Association;

- 19.3 Save as expressly provided for in this Constitution, no person other than a Member and who shall have paid every Levy and other sum (if any) which shall be due and payable to the Association in respect of or arising out of his membership and who is not suspended, shall be entitled to be present or to vote on a question, either personally or by proxy, at any general meeting.
- 19.4 Voting at general meetings shall take place by way of a show of hands unless on or before the declaration of the result of the show of hands a poll is demanded according to law.
- 19.5 Resolutions shall be passed by simple majority vote, save with respect to amendments to this Constitution, as provided for in **Clause 26** hereof.
- 19.6 If a poll is duly demanded it shall be taken in such manner as the chairman of the meeting may direct either at once or after an interval or adjournment.
- 19.7 If any difficulty or dispute arises regarding the admission or rejection of a vote or regarding any other matter such difficulty or dispute is to be determined by the chairman whether or not scrutineers have been appointed to count the votes and his decision shall be final and conclusive.
- 19.8 A vote cast under a proxy, power of attorney, or other authority which has been revoked shall nevertheless be valid unless:
- 19.8.1 written notice of the revocation is received by the Association prior to the meeting concerned; or
- 19.8.2 the chairman of the meeting agrees to accept written or oral notice of such revocation at the meeting.
- 19.9 No objection shall be raised to the admissibility of any vote except at the meeting or adjourned meeting at which the vote objected to is cast and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the chairman of the meeting whose decision shall be final and conclusive.
- 19.10 A declaration made in good faith by the chairman of a general meeting to the effect that, either on a show of hands or a poll, a resolution has or has not been passed (whether by a simple majority, a specific majority or unanimously) shall be final and conclusive and the resolution shall be deemed to have been so passed or not passed, as the case may be.
- 19.11 Any resolution which could be passed at a general meeting (other than a special resolution or a resolution to remove a trustee or auditor) may be passed without a meeting being held if one or more copies of the resolution are signed by or on behalf of all the Members entitled to vote.

Developers Meetings

- 19.12 Should the Developer at any time comprise of more than one person or legal entity, the following provisions shall apply:
- 19.12.1 The Developers shall act jointly and all decisions shall be by means of a majority vote;

19.12.2 For purposes of this Clause, votes will be calculated in value, which value will be determined pro rata in accordance with the number of erven laid out on the property of each developer as per the municipal approval.

19.12.3 Should a deadlock arise, Quickstep will have a deciding vote.

19.13 For purposes of meetings with Developers, the provisions of **Clause 13** shall apply read with the changes as required by the context.

20 ACCOUNTING RECORDS

20.1 The Trustees shall cause such accounting records as are prescribed by Section 284 of the Companies Act to be kept. Proper accounting records shall not be deemed to be kept if there are not kept such accounting records as are necessary fairly to present the state of affairs and business of the Association and to explain the transactions and financial position of the trade or business of the Association.

20.2 The accounting records shall be kept at the registered office of the Association or at such other place or places as the Trustees think fit and shall always be open to inspection by the Trustees.

20.3 The Trustees shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounting records of the Association or any of them shall be open to inspection by Members not being Trustees, and no Member (not being a trustee) shall have any right of inspecting any accounting records or documents of the Association except as conferred by the Companies Act or authorised by the Trustees.

20.4 The Trustees shall from time to time cause to be prepared and laid before the Association in general meeting such financial statements as are referred to in Part C of Chapter 2 of the Companies Act.

20.5 A copy of the annual financial statements which are to be laid before the Association in annual general meeting 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 article shall not require a copy of those documents to be sent to any person of whose address the Association is not aware.

21 SERVICE OF NOTICES

21.1 The Association may give notices to any Member either personally, or by sending it by post in a prepaid letter addressed to such Member at his registered address or at the address (if any) within the Republic of South Africa supplied by him to the Association for the giving of notices to him.

21.2 Notice of every general meeting shall be given:

21.2.1 to every Member of the Association;

21.2.2 to the auditors for the time being of the Association;

21.2.3 to the Estate Manager or his nominated representatives;

provided that no other person shall be entitled to receive a notice of general meetings.

- 21.3 Any notice by post shall be deemed to have been served at the time when the letter containing the same was posted, and in proving the giving of the notice by post, it shall be sufficient to prove that the letter containing the notice was properly addressed and posted.
- 21.4 The signature to any notice given by the Association may be written or printed, or partly written and partly printed.
- 21.5 When a given number of days' notice or notice extending over any other period is required to be given, the days of service shall not be counted in such number of days or period.

22 INDEMNITY

- 22.1 All Trustees and the auditors shall be indemnified against any liabilities *bona fide* incurred by them in their respective capacities, whether defending any proceedings, civil, criminal or otherwise, in which relief is granted to any person/s by a court.
- 22.2 Every trustee, servant, agent and employee of Association, and the auditors, shall be indemnified by the Association against (and it shall be the duty of the Trustees out of the funds of the Association to pay) all costs, losses and expenses (including travelling expenses) which such person or persons may incur or become liable for by reason of any contract entered into, or any act or deed done, by such person or persons in the discharge of any of his/their respective duties.
- 22.3 The Trustees shall ensure that appropriate insurance cover remains in place as far as the abovementioned risks are concerned.

23 GENERAL

- 23.1 Whenever the Trustees consider that the appearance of any Erf or building in the Glenhaven Country Estate vested in a Member is such as to be unsightly or injurious to the amenities of the surrounding area or the Glenhaven Country Estate generally, they may serve notice on such Member to take such steps as may be specified in the notice to eliminate such unsightly or injurious condition. Should the Member fail within a reasonable time, to be specified in such notice, to comply therewith, the Trustees, Estate Manager of the Association may enter upon the land or buildings concerned and take such steps as may be necessary, and recover the costs thereof from the Member concerned, which costs shall be deemed to be a debt owing to the Association. The Trustees shall be obliged in giving such notice to act reasonably. In the event of any dispute, the Member shall bear the onus of establishing that the Trustees acted unreasonably.
- 23.2 The Association may enter into agreements with any third party for the provision of Services to or for the Members and may levy charges in respect of the provision thereof or may pass on such costs direct to the Members.
- 23.3 Any person using any of the Services or land of the Association does so entirely at his own risk.
- 23.4 The Association may at its pleasure permit the Members subject to the provisions of this Constitution to use the open space and roads and shall do so unless by special resolution taken at an extraordinary general meeting called for the purposes, it is otherwise resolved for good reason.

- 23.5 The Association may from time to time and whenever they deem it necessary, limit, restrict, or suspend such use in relation to any part of such roads and open space for good reason.
- 23.6 No Member shall operate or conduct a time share scheme as contemplated in the Time Share Control Act No. 71 of 1983 in respect of any property owned by him save where such scheme arises from co-ownership or syndication involving not more than 2 (two) Members per bedroom per dwelling.

24 DISPUTE RESOLUTION MECHANISM

Non-Compliance

- 24.1 In the event of a Member failing to strictly comply with his duties as contained in **Clause 5.12**, the Committee may exercise the following powers by means of written notice:
- 24.1.1 To fine a Member; and/or
- 24.1.2 To issue a compliance notice to any Member; and/or
- 24.1.3 To issue a directive to any Member, including a directive to demolish and remove any structure which has been erected in contravention of the Constitution and/or the Architectural and Aesthetic Guidelines.
- 24.2 Should the Member not adhere to the notice or directive, the matter will be dealt with as a dispute in terms of the Dispute Resolution Mechanism.

Goal of Dispute Resolution Process

- 24.3 The primary goal of the Dispute Resolution Process is to give a Member(s) the chance to resolve any dispute, difference of opinion or claim between the Association and any Member(s) or between any members which arises from this Constitution, Conduct Rules or policy documents (hereinafter referred to as "the dispute") by means of negotiation as set out in this Clause 24 and to eliminate unnecessary costs and delays.
- 24.4 Notwithstanding the provisions of **Clause 24.3**, a dispute between a Member and his/her Contractor or the Local Authority shall not be subject to the dispute resolution process.

Mediators

- 24.5 The Members shall elect not less than 3 (three) Mediators on the first Annual General Meeting after establishment of this Association.
- 24.6 A Mediator shall be a natural person.
- 24.7 The Chairman of the Committee shall have the power to refer any dispute, referred to in this Clause, to any one of the 3 (three) Mediators for mediation.
- 24.8 The Mediators shall occupy their office for a 2 (two) year term and shall qualify for re-election. After expiry of the office term of the first members, election of new members shall take place at the Annual General Meeting of the Association.

Internal Dispute Resolution Mechanism

- 24.9 Should any dispute, difference of opinion or claim arise from this Constitution, Conduct Rules or policies between the Association and any Member(s) or between any members (hereinafter referred to as “the dispute”), the parties shall attempt to resolve the dispute by means of negotiation. This entails that one party invites the other in writing to a meeting to attempt to resolve the dispute within 14 (fourteen) days from the date of the written invitation.
- 24.10 Should the dispute not be resolved by such negotiation within 14 (fourteen) days after the written invitation, the dispute shall be referred to conciliation, which shall be administered by the Mediator.
- 24.11 The Mediator must attempt to resolve the dispute through conciliation within 30 (thirty) days from the date on which the Mediator received the referral.
- 24.12 The parties may however agree to extend the 30 (thirty) day period.
- 24.13 The Mediator must determine a process whereby to attempt to resolve the dispute, which may include:
- 24.13.1 mediating the dispute;
 - 24.13.2 conducting a fact-finding exercise; and
 - 24.13.3 making a recommendation to the parties, which may take the form of an advisory award.
- 24.14 When conciliation has failed or at the end of the 30 (thirty) day period or any further period agreed between the parties:
- 24.14.1 the Mediator must issue a certificate stating whether or not the dispute has been resolved;
 - 24.14.2 the Mediator must serve a copy of such certificate on the involved parties to the dispute.
- 24.15 During the Internal Dispute Resolution Process the parties are not entitled to have legal representation.

External Dispute Resolution Mechanism

- 24.16 Should the conciliation between the parties be unsuccessful and after a certificate as referred to in **Clause 24.14.1** has been issued, such dispute shall be dealt with in terms of Chapter 3 to 5 of the Community Schemes Ombud Service Act 9 of 2011.
- 24.17 Should the Internal Dispute Resolution Mechanism not be successful the Committee shall, in terms of **Clause 12.2**, be entitled to appoint any professional person to represent the Association and to provide advice in the dispute resolution process referred to in **Clause 24.16**. The appointment shall continue until such time as the dispute has been resolved.
- 24.18 All costs incidental to the appointment of any professional will be recovered from Members by means of levies or any special levy imposed for such purpose. After the dispute a special levy will be imposed on the party who was substantively unsuccessful in the CSOS case. Should the Association or the Committee be substantively unsuccessful in the dispute, the

special levy will be imposed on all Members. All costs in respect of the dispute, including the costs of the appointed professional person will be recovered in this way.

25 ESTATE MANAGER

- 25.1 The Developer shall, for the duration of the Development Period and thereafter the Trustees, be entitled to appoint an Estate Manager to control, manage and administer the Glenhaven Country Estate and the Common Property and to exercise such powers and duties as may be entrusted to the Estate Manager, including the right to collect levies.
- 25.2 The terms and conditions of the appointment of the Estate Manager shall be in the discretion of the Developer or the Trustees as the case may be.
- 25.3 The remuneration and costs of the Estate Manager shall be borne by the Association.

26 AMENDMENT

- 26.1 Notwithstanding the provisions of this Clause, the Developer shall during the Development Period have the right to effect reasonable amendments to this Constitution, including amendments necessitated pursuant to any new or amended approvals granted by the Municipality in respect of the Development Property, by giving written notice of such amendments to all Members and shall further have the right to veto any proposed amendment of this Constitution if there is a reasonable apprehension that such amendment could detrimentally affect the Developer's ability to complete the Glenhaven Country Estate in accordance with its development plans. The Developer shall not have the right to vary the provisions relating to qualification for membership of the Association, the proportionate liability of Members for the payment of levies or the voting rights of Members.
- 26.2 Subject to the provisions of **Clause 26.1**, every amendment of this Constitution of whatever nature including any addition thereto, deletion therefrom or substitution thereof shall require the approval of at least 75% (seventy-five per centum) of the total number of votes allocated to Members of the Association which majority shall be expressed at a general meeting called specifically for such purpose and the notice of such meeting shall, in addition to comply with the requirements for the convening of a meeting, set out in specific terms the proposed amendment.