



REPUBLIC OF SOUTH AFRICA

COMPANIES ACT, 2008

MEMORANDUM OF INCORPORATION

Name of Company: WILDERNESS DUNES SHARE BLOCK LIMITED

Registration Number: 1990/003061/06

("the Company")

Incorporation

- (1) The Company is incorporated as a Share Block Profit Company, as defined in the Companies Act, 2008.
- (2) The Company is incorporated in accordance with, and governed by-
 - (a) The unalterable provisions of the Companies Act, 2008 that are applicable to Profit companies;
 - (b) The alterable provisions of the Companies Act, 2008 that are applicable to Profit companies, subject to any limitation, extension, variation or substitution set out in this Memorandum; and
 - (c) The provisions of this Memorandum of Incorporation.



NOTE 1

This Memorandum of Incorporation contains statutory provisions of the Share Blocks Act in **Annexure 1** that shall apply to the Company.

NOTE 2

The Memorandum of Incorporation contained in Form CoR 15.1 B of the Companies Regulations, 2011 shall not apply to the Company.

This MOI was adopted in accordance with a proposal by the Board issued on 20..... and adopted by a special resolution taken by the voting Members at a general meeting of the Company held on 20.....



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ANNEXURE 1 – SHARE BLOCKS ACT STATUTORY PROVISIONS

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ANNEXURE 6 – MANAGEMENT REGULATIONS



1. INTERPRETATION

In the interpretation of this MOI and unless contrary to or excluded by the subject or context:

1.1 any word herein signifying:

1.1.1 the singular shall include the plural and vice versa;

1.1.2 the masculine shall include the feminine and the neuter;

1.2 any word herein which is defined in the Act and is not defined in article 1.6 shall bear that statutory meaning in this MOI;

1.3 any word, phrase or sentence herein which is not defined in the Act or in article 1.6 shall bear its usual meaning;

1.4 each term, power or authority herein shall be given the widest possible interpretation;

1.5 phrases as defined in the Share Blocks Act shall have the meanings so assigned and words importing Persons shall include those legal entities defined in article 1.6.19;

1.6 each of the following words and expression herein shall have the meaning stated opposite it and, where applicable, shall include the word or expression stated opposite it:

1.6.1 "Act" shall mean the Companies Act, 71 of 2008, as amended from time to time and the regulations promulgated from time to time in regard thereto;

1.6.2 "Board" shall mean the Board of Directors for the time being of the Company elected in terms of article 17;



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- 1.6.3 "Business Facilities" improvements erected or to be erected on the property to be used for any commercial purposes and which, in terms of the provisions of this MOI are or are to be situate on any area of the property;
- 1.6.4 "Buildings" means the buildings erected on the immovable property described below and known as "WILDERNESS DUNES":
Erf 1377 Wilderness, Registration Division George RD, Province of the Western Cape, in extent 3,9193 hectares;
- 1.6.5 "Chairman" shall mean the Chairman of the Board for the time being of the Company elected in terms of article 17.13;
- 1.6.6 "Common Facilities" any improvements of a permanent nature erected by the Company on the Common Property and in respect of which a share block is not allocated;
- 1.6.7 "Common Property" the area of the property on **Annexure "5"** to the MOI in respect of which a share block does not confer a Time-Sharing, Sole Ownership Interest or Syndicated Ownership Interest, an interest for commercial purposes or any other exclusive interest except as provided for in this MOI;
- 1.6.8 "Company" shall mean this Company;
- 1.6.9 "Director" shall mean a director for the time being of the Company elected in terms of article 17;



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- 1.6.10 "Electronic Communication" shall bear the same meaning as set out in section 1 of the Electronic Communication and Transaction Act, 25 of 2002;
- 1.6.11 "General Meeting" shall mean any general meeting of the Company or any adjournment thereof, including an annual General Meeting convened in terms of article 10.1 as the case be;
- 1.6.12 "Income Tax Act" shall mean the Income Tax Act, 58 of 1962, as amended from time to time;
- 1.6.13 "Management Regulations" such regulations, directions, procedures, rules or the like, made by the Directors or the managing agent in terms of the Use Agreement and this MOI;
- 1.6.14 "Member" shall mean the holder of Shares being Members of the Company referred to in article 6.11;
- 1.6.15 "MOI" shall mean the Memorandum of Incorporation of the Company as contained in this document, as duly amended from time to time;
- 1.6.16 "Month" means a calendar month;
- 1.6.17 "Office" shall mean the registered office for the time being of the Company;
- 1.6.18 "Period" means the numerical Friday on which a share block holder's period of occupation begins in respect of the relevant portion of the Company's buildings, commencing at 16h00 on the Friday specified and terminating at 10h00



hours on the following Friday, all such periods being reflected on **Annexure 3** hereto and the calendar of all periods attaching to all share blocks in the capital of the Company as compiled by the Directors annually in advance, with the following provisos, namely:

- (i) The year commences at 12h00 on that Friday in January in a calendar year on which Time Module H12 commences, and ends at 12h00 on the same Friday of January in the following calendar year.
- (ii) The time between each period of use shall be a service period during which the Company shall have occupation of the said portions of the Company's building and property for the purpose of cleaning the same for subsequent occupation unless the relevant share block holder is entitled to two or more periods of use in which event there shall be no intervening service period between each such period of use.
- (iii) The Share Block Developer shall be entitled in any Year in which there is a 53rd Friday to an additional period of seven days commencing from such 53rd Friday at the time aforesated and terminating at the aforesated time, on the same terms and conditions as those applicable to any other period.

1.6.19 "Person"

shall include any natural person, company or body corporate, a statutory body, a partnership or an association of persons, as the case may



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- be, having the legal capacity required in terms of the laws of the Republic;
- 1.6.20 "Republic" shall mean the Republic of South Africa;
- 1.6.21 "Share" shall mean that set out in Section 1 of the Share Blocks Act and relates to the share block granting a right of use to the holder thereof;
- 1.6.22 "Share Blocks Act" shall mean the Share Blocks Control Act No.59 of 1980, as amended, and the regulations promulgated from time to time in regard thereto;
- 1.6.23 "Share Block Developer" MagicBreakaways Developments (Pty) Ltd and its successor in title and assigns;
- 1.6.24 "Sign" shall include the reproduction of signature lithography, printing with an india-rubber stamp or any other electronic communication process partly the one and partly the other process and "signature" has the corresponding meaning;
- 1.6.25 "the Statutes" means the Companies Act, the Share Block Act and the Timesharing Act, as may be applicable, and every other Act for the time being in force concerning companies and affecting the Company;
- 1.6.26 "Timesharing Act" shall mean the Property Timesharing Control Act No. 75 of 1983, as amended, and the regulations promulgated from time to time in regard thereto;



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- 1.6.27 "Use Agreement" shall mean any agreement conferring a right to, or an interest in, the use of immovable property in respect of which a share block scheme is operated, and is **Annexure 4** attached hereto;
- 1.6.28 "Writing" shall include printing, typewriting, lithography or any other electronic communication process, or partly one and partly the other;
- 1.6.29 "Year" means a calendar year.

2. PURPOSE AND OBJECTS OF THE COMPANY

- 2.1 The main purpose and object of the Company is to operate a share block scheme in respect of the Buildings in accordance with the Share Blocks Act and the Timesharing Act entitling a Member to use specified parts of the Buildings in accordance with the Use Agreement entered into between the Member and the Company.

3. POWERS AND CAPACITY OF THE COMPANY

- 3.1 The Company has the powers and capacity of a Person.
- 3.2 Notwithstanding the omission from this MOI of any provision to that effect, the Company may do anything which the Act, the Share Blocks Act and the Timesharing Act empowers a Company to do.
- 3.3 The Company is restricted in its powers and capacity in terms of the provisions of the Share Blocks Act and other provisions for the control of the business of the Company, and these are recorded in **Annexure 1** hereto.



4. CONDITIONS

- 4.1 The Company shall ensure that the whole of its activities are directed to the furtherance of its main and stated objects.
- 4.2 The Company shall utilise its assets and income to advance its stated objects for which it has been established.

5. MEMORANDUM OF INCORPORATION AND COMPANY RULES

- 5.1 Save for correcting patent errors in spelling, punctuation, reference, grammar or similar defects, which the Board is empowered to do in terms of Section 17(1) of the Act, all other amendments of the MOI shall be effected in accordance with Section 16(1) of the Act.
- 5.2 This MOI does not restrict, limit or qualify the power of the Board to make, amend or repeal any necessary or incidental rules relating to the governance of the Company in respect of matters that are not addressed in the Act or this MOI, in accordance with the provisions of sections 15(3) to 15(5) of the Act.
- 5.3 If the Board makes any rules, it must file and publish a copy of those rules in the manner prescribed in the Act.
- 5.4 If the Board alters the MOI or any rules made by it, in terms of Section 17(1) of this Act, it must publish a notice of such alteration in the manner prescribed by the Act.

6. SHARE CAPITAL

- 6.1 The authorized and issued share capital of the Company is R7000 (Seven Thousand Rand) divided into:
 - 1456 (One Thousand Four Hundred and Fifty Six) 'A' Class issued ordinary par value Shares of 50c (Fifty cents) each



- 3224 (Three Thousand and Twenty Four) 'B' Class issued ordinary par value Shares of 50c (Fifty cents) each
- 9320 (Nine Thousand Three Hundred and Twenty Rand) 'C' Class issued ordinary par value Shares of 50c (Fifty Cents) each which are apportioned between share blocks in accordance with **Annexure 2** hereto.

6.2 The Shares comprising each share block:

6.2.1 Shall confer on the holder thereof from time to time the right to use and occupy that portion of the Company's Buildings and property as specified in **Annexure 3** and in the Use Agreement entered into between the Company and such holder, **Annexure 4** hereto, for the period specified in **Annexure 3** and subject to the terms and conditions of **Annexure 4**;

6.2.2 Oblige the holder thereof from time to time to lend to the Company as a fixed loan, on the terms and conditions set out in the Use Agreement **Annexure 2**.

6.3 Upon acquisition of Shares, the Member acquired the right to, and usage interest as referred to in the Use Agreement.

6.4 None of the Shares in the capital of the Company which are not apportioned among the share blocks referred to in sub-article 6.1 above may be issued otherwise than on the authority of a special resolution of the Members of the Company and subject to the proviso that if they are so issued, such Shares shall be apportioned among the share blocks, and the Shares comprising each such share block shall confer on the holder the rights referred to in sub-article 6.2.1 above, subject to the terms and conditions set out in and referred to in that sub-article.

6.5 All Shares of the Company shall:

6.5.1 Confer a right to vote at any meeting of the Company;

6.5.2 Confer the same vote as every other Share in the Company;



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- 6.5.3 Confer a right to an interest in the use of the Buildings in accordance with the provisions of the **Annexures 3 and 4** hereto.
- 6.6 Save as is otherwise hereinafter provided for and subject to the provisions of the Share Blocks Act and without prejudice to any special rights previously conferred on the holder of existing Shares in the Company, any Share may be issued with such special rights or subject to such restriction as the Company may from time to time determine.
- 6.7 If at any time the share capital is divided into different classes of Shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class but always subject to the conditions of article 6.4 above) may be varied with the consent in writing of the holder of three-fourths of the issued Shares of that class or with the sanction of a resolution passed at a separate General Meeting of the holders of the Shares of the class, and the provisions of Section 65 of the Act shall *mutatis mutandis* apply to the said resolution and meeting as if the resolution were a special resolution. To every such separate General Meeting the provisions of this MOI relating to General Meetings shall *mutatis mutandis* apply save that the necessary **quorum shall be thirty three and one third percent (33.3%) of the voting rights** that are entitled to be exercised by Members present in person or by proxy of all the issued Shares of the class. This article does not curtail the power of the Company to vary the rights attached to any Share which has not been issued, subject to the provisions of article 6.4 above being adhered to.
- 6.8 The Company may from time to time by special resolution increase the share capital by such sum divided into Shares of such amount, or may increase the number of its Shares of no par value to such number, as the resolution shall prescribe.
- 6.9 New Shares shall be subject to the same provisions as to transfer, transmission and otherwise as the Shares in the original share capital.



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- 6.10 The Company may by special resolution:
- 6.10.1 consolidate and divide all or any of its share capital into Shares of larger amount than its existing Shares or consolidate and reduce the number of the issued Shares of no par value;
 - 6.10.2 increase the number of its issued no par value Shares of smaller amount than is fixed by this MOI;
 - 6.10.3 sub-divide its existing Shares or any of them into Shares of smaller amount than is fixed by this MOI;
 - 6.10.4 cancel any Shares which at the date of the passing of the resolution, have not been taken by any Person, or which no Person has agreed to take;
 - 6.10.5 reduce its share capital, stated capital, any capital redemption fund or any share premium account in any manner and with, and subject to, any incident authorized and consent required by law;
 - 6.10.6 convert any of its Shares whether issued or not into Shares of another class.
- 6.11 The Company shall maintain at its registered office a Share register of the Members of the Company and the registration, transfer, issue and certification of Shares shall be in accordance with the provisions of Sections 50 and 51 of the Act.
- 6.12 Every Person whose name is entered in the Share register shall be entitled to one certified copy of a certificate for all the Shares attached to the share block/s and use rights registered in his name or to several certified certificates in respect of each of the share blocks. Every Member shall be entitled to one certified copy of a Share certificate free of charge but for every subsequent certificate the Directors may make such charge as from time to time they may think fit; provided that if a Share certificate is defaced, lost or destroyed, it may be renewed on the payment of such fee, and on such terms, if any, as to the evidence and indemnity as the Directors may think fit.



- 6.13 Share certificates shall be issued under the authority of the Directors and as prescribed by the Act.

7. LIEN ON SHARES

- 7.1 The Company has a first and paramount lien and a pledge on every Share for the amounts due to it by the holder of such Share whether payment has become due or not. The amounts so due to the Company shall include the costs of any acts performed or proceedings instituted by the Company in its efforts to recover such amounts.
- 7.2 The Company shall not be obliged to recognise the pledge by a Member of any Share in the Company to a third party but as soon as an amount becomes due and payable by a Member to the Company, all Shares held by such Member shall from that moment become pledged by such Member to the Company.
- 7.3 In the event of such Member holding the original Share certificate, then in such event, the Member shall hold the certificate relating to the pledged Share as agent for the Company. A Share shall remain so pledged until the amount due has been settled or the Share has been realised as provided in article 7.5.
- 7.4 Notwithstanding anything to the contrary contained in this MOI the Company shall, upon the issue or replacement of a Share certificate to a Member, retain possession of the Member's original Share certificate/s and shall hold the same in pledge as security for all and any amounts which may be or become owing by the Member to the Company.
- 7.5 The Company shall be entitled to realise any Share on which it has a lien in terms of article 7.1 and any Share becoming pledged to it in terms of article 7.2 and or article 7.3 and/or article 7.4 by realising such Share in the following manner:



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- 7.5.1 the holder of the Share shall be given 15 business days notice in writing in accordance with article 22;
- 7.5.2 the notice shall state the amount of the claim, demand payment thereof within the said period of notice and advise the Member that if the amount due remains unpaid the Share shall be sold to recover so much of the debts as may be realised by the sale;
- 7.5.3 the sale shall be by way of a tender process or in such other duly publicised manner as in the *bona fide* opinion of Directors would realise a more favourable price in the circumstances.
- 7.6 The net return of any such sale shall be applied in respect of the amount due to the Company and the Member shall remain liable for any shortfall. In the event of an over recovery the credit balance, if any, shall be paid to the Member upon demand.
- 7.7 On any sale as aforementioned the Directors may enter the name of the purchaser in the Share register of the Company.
- 7.8 Except as herein further provided, an affidavit by a Director or the secretary of the Company that the Share has been duly sold in accordance with the provisions of the preceding sub-article shall be conclusive evidence of the facts therein stated as against all Persons laying claim to such Shares or the proceeds thereof, and such affidavit and the receipt by the Company of the purchase price of Shares shall be conclusive proof of the rights to such Shares.

8. TRANSFER AND TRANSMISSION OF SHARES

- 8.1 No Share in the capital of the Company shall be capable of being held independently from all the other Shares contained in the same share block, and no Share may be transferred except simultaneously with and to the same transferee as the whole of the other Shares included in the same share block, and together with the transfer, cession and assignment of:



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- 8.1.1 the relevant portion of the loan obligation allocated to the share block in question, and
 - 8.1.2 the Use Agreement pertaining to the share block in question and the assumption by the transferee of all the transferor's obligations thereunder.
- 8.2 Save as otherwise provided in this MOI or in the terms of the issue of any class of Shares:
- 8.2.1 Prior to the transfer of Shares to any transferee, the Levies and any other amounts due and payable to the Company by the Member must be settled in full, unless otherwise resolved by the Directors.
 - 8.2.2 Save for the transfer of Shares by a Member or by his executors or administrators or other legal representatives to the spouse or any descendant or ascendant of such Member, no Shares may be transferred without the prior written consent and approval of the Directors of the Company, which consent shall not be unreasonably withheld.
 - 8.2.3 Notwithstanding anything to the contrary in this sub-article, no consent by the Directors shall be necessary for the transfer of any Shares held by the Share Block Developer.

9. MEMBERSHIP LEVIES

- 9.1 It is recorded that substantially the whole of the Company's funding shall be derived from Member levies contribution in accordance with the provisions of Section 13 of the Share Blocks Act and the Use Agreement, the levies being currently exempt from taxation in terms of Section 10(1)(e) of the Income Tax Act.
- 9.2 The Levy referred to in Section 13(1) of the Share Blocks Act, shall comprise all and any costs incurred by the Company in managing, controlling and administering the Property and replacement of the movables and the corporate existence of the Company, and shall include without limitation any



costs or expenses or disbursements for supply of current, fuel, gas, water, sanitary and other services, insurance premiums, or costs and fees payable to a Managing Agents, and all and any costs of whatsoever nature attributable to the proper management, control and administration of the Property and the Company.

- 9.3 The Directors shall annually in advance estimate the amount which shall be required by the Company to meet the aforesaid expenses during each year or portion thereof together with the estimated deficiency, if any, as may have resulted from the previous year or portion thereof, and shall at every annual General Meeting of the Company present a budget of the Levy to the meeting setting out how the Levy for the following year shall be raised upon the Members. Such Levy shall then be raised upon the Members equal as nearly as is reasonably practical to such estimated amount and in terms of this Article. The Directors may include in such Levy an amount to be held in reserve to meet any anticipated future expenditure not of an annual nature, including the expenses to be incurred for the renovation of the accommodation, improvements, movables and Common Facilities.
- 9.4 The costs for which the Levy is raised consists of four basic categories, namely:
- 9.4.1 costs borne exclusively by holders of share blocks conferring Time-Sharing Interests (the "Time-Sharing Levy"); and
 - 9.4.2 costs borne exclusively by holders of share blocks conferring Sole Ownership Interests (the "Sole Ownership Levy");
 - 9.4.3 costs borne exclusively by holders of share blocks conferring Syndicated Ownership Interests (the "Syndicated Ownership Levy").
 - 9.4.4 common costs to be borne by holders of all share blocks (the "Common Levy fee").
- (The Time-Sharing Levy, Sole Ownership Levy, Syndicated Ownership Levy and Common Levy are collectively referred to as "the Levy").



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- 9.5 The Directors shall in their sole discretion be entitled and obliged to apportion the costs which make up the Levy into the four categories set out in article 9.4 subject to the following guide lines:
- 9.5.1 the costs which shall generally comprise the apportioned Levy shall be the costs of maintaining and running the Property and improvements which may be directly attributable to any one of the categories of the apportioned Levy or any group of categories other than all the categories;
- 9.5.2 the costs which shall generally comprise the Common Levy shall be such costs as the costs of maintaining the corporate existence of the Company and any other costs which cannot be allocated to any other specific category or group of categories comprising the apportioned Levy.
- 9.6 Subject to Article 9.7, the holder of a share block conferring:
- 9.6.1 a Time-Sharing Interest in a Time Share Chalet shall be obliged to contribute to the Time-Sharing and Common levies in such proportion as the Directors may from time to time determine. Provided that in determining such proportion the Directors shall have due regard to the type and size of the improvements, the use to which such improvement has been put, the number of people such improvement accommodates and so forth.
- 9.6.2 a Syndicated Ownership Interest in a Syndicated Ownership Chalet shall be obliged to contribute to the Syndicated Ownership and Common Levies in such proportion as the Directors may from time to time determine. Provided that in determining such proportion the Directors shall have due regard to the type and size of improvement, the use to which such improvement has been put, the number of people such improvement accommodates and so forth.
- 9.6.3 the Sole Ownership Interest in a Sole Ownership Chalet shall be obliged to contribute to the Sole Ownership and Common Levies in such proportion as the Directors may from time to time determine.



Provided that in determining such proportion the Directors shall have due regard to the type and size of Improvement, the use to which such Improvement has been put, the number of people such Improvement accommodates and so forth.

- 9.7 The obligation of a holder of a share block to contribute to the Levy shall only arise on the completion of the Improvements to which such share block relates.
- 9.8 The Directors shall be entitled to round off the Levy to the nearest R10.00 (ten rand) to ease the calculation and administration thereof.
- 9.9 The Directors may from time to time make special Levies upon the Members of the Company in respect of all such costs, and expenses required to be made as are not referred to in Article 9.2 and such Levy may be made payable in one sum or in instalments and at such times that the Directors may deem fit.
- 9.10 All the Levies shall be payable to the Company in such manner as the Directors may decide.
- 9.11 In regard to Time-Sharing Interests, in any year where there is a 53rd (fifty third) time module, such time module shall accrue to the Share Block Developer and the Share Block Developer shall be entitled to the occupation and possession of such 53rd (fifty third) time module as if he were the owner of a Time-Sharing Interest in respect thereof. The Share Block Developer shall in respect of such 53rd (fifty third) time module be liable for the Levy payable in respect thereof, unless such 53rd (fifty third) time module is utilised for maintenance purposes.



10. GENERAL MEETINGS

- 10.1 The Company shall in each year hold an annual General Meeting; provided that:
- 10.1.1 not more than 15 (fifteen) months shall elapse between the date of one annual General Meeting and that of the next; and
- 10.1.2 not more than 9 (nine) months shall elapse between the date of the end of the Company's financial year and the date of the annual General Meeting
- 10.2 The Directors shall have the power to convene other General Meetings of the Company at such time and place as the Directors determine.
- 10.3 The Directors shall also convene other General Meetings where a requisition is made by the number of Members of the Company as required by the Act, failing which such a meeting may be convened by the requisitionists themselves in accordance with the Act.
- 10.4 General Meetings convened in accordance with Sections 61 and 64 of the Act shall be held at such time and at such place as is determined in terms of those sections.

11. NOTICE OF GENERAL MEETINGS

- 11.1 Subject to the provisions of the Act:
- 11.1.1 not less than 15 business days notice in Writing shall be given to all Members;
- 11.2 The notice period as provided for in article 11.1 shall be exclusive of the day on which the notice is served or deemed to be served and inclusive of the date of the meeting.



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- 11.3 The notice of a General Meeting shall state-
- 11.3.1 the place, day and hour of that meeting; and
 - 11.3.2 the matters which will be considered, and may be voted on, at such meeting.
- 11.4 If a meeting of the Company is called by shorter notice than that specified in this article, it shall be deemed to be duly called if it is agreed by all of the Members present who have a right to attend and vote at the meeting.
- 11.5 The inadvertent omission to give notice of a meeting to, or the non-receipt of a notice of a meeting by any Person entitled to receive such notice, shall not invalidate the proceedings at that meeting.
- 11.6 As may be appropriate at the discretion of the Directors, the Company may provide for participation by Members by electronic communication.

12. PROCEEDINGS AT GENERAL MEETINGS

- 12.1 Members must present reasonably satisfactory identification before attending and participating in the meeting.
- 12.2 The annual General Meeting shall deal with and dispose of all matters prescribed by the Act, including the presentation of the Directors' report, annual audited financial statements, the audit committee report, the social and ethics committee report, if applicable, the election of Directors, the appointment of an auditor and the election of an audit committee, and may deal with any other business laid before it.
- 12.3 Subject to the provisions of the Act, 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, subject to the provisions of Section 64 (3) of the Act, **a quorum at any General Meeting shall be no less than 3 (three) Persons representing at least**



1% (one percent) of the share capital, and who are entitled to vote and who are present in Person or by proxy at the commencement and throughout the meeting.

- 12.4 If within half-an-hour after 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 a date 7 (seven) business days later and if at such adjourned meeting a quorum is not present within half-an-hour after the time appointed for the meeting, the Members present in Person and by proxy shall be a quorum.
- 12.5 The Chairman shall preside as Chairman at every General Meeting of the Company.
- 12.6 If at a General Meeting there is no Chairman or the Chairman is not willing to act or is not present within 10 (ten) minutes after the time appointed for holding the meeting, 1 (one) of the Directors present shall be Chairman of the meeting.
- 12.7 Subject to the provisions of the Act, the Chairman of the meeting may, with the consent of the majority of Members present at any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting at which the adjournment took place.

13.VOTES OF MEMBERS AT GENERAL MEETINGS

- 13.1 Every Member who is represented either in Person or by proxy at a General Meeting shall have 1 (one) vote per Share held by such Member.
- 13.2 At a General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands, in which case the Members or their proxy shall



have one vote for all Shares held, and in the event of a poll the Member or his proxy shall have one vote for every Share held.

A poll may be called or demanded (before or after the declaration of the result of the show of hands) by:

13.2.1 the Chairman of the meeting; or

13.2.2 by at least 5 (five) Members present in Person or by proxy having the right to vote at meetings; or

13.2.3 by any Member or Members present in Person or by proxy having the right to vote at the meeting and representing not less than 10% (ten percent) of the total voting rights of all Members having the right to vote at the meeting.

13.3 Any demand for a poll may be withdrawn.

13.4 The poll shall be taken in such a manner as the Chairman of the meeting directs and the results of the poll shall be deemed to be the result of the meeting.

13.5 Where a poll is not demanded a declaration by the Chairman of the meeting that a resolution has been passed as well as the making of an entry to that effect in the book containing the minutes of the proceedings of General Meetings, shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against such resolution, that the resolution was so passed.

13.6 In the case of an equality of votes, the Chairman of the meeting shall have a second or casting vote unless the Members otherwise determine in the General Meeting.

13.7 For an ordinary resolution to be adopted at a Members meeting, it must be supported by more than 50% of the Members who voted on the resolution, as provided in Section 65 (7) of the Act.



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- 13.8 For a special resolution to be adopted at a Members meeting, it must be supported by at least 75% of the Members who voted on the resolution, as provided in Section 65 (9) of the Act.
- 13.9 A special resolution adopted at a Members meeting is required in addition for;
- 13.9.1 Issue of Shares.
 - 13.9.2 Variation of rights attached to the Shares when the share capital is divided into different classes.
 - 13.9.3 Alienation of the Company's immovable property.
 - 13.9.4 Alteration of the share capital.
 - 13.9.5 As may be required in terms of the Act, the Share Blocks Act, the Timesharing Act and this MOI.
 - 13.9.6 The dissolution or winding up of the Company.
- 13.10 In the case of joint holders, the vote of the Person whose name appears first in the register of Members and tenders a vote, whether in Person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders.

14. RESOLUTION PASSED BY SIGNATURE OF MEMBERS

- 14.1 Subject to the provisions of Section 65 (7) of the Act, an ordinary resolution in Writing signed by the majority of Members of the Company entitled to attend and vote at a General Meeting shall be as valid and effective as if it had been passed at a General Meeting properly held on the date on which the last signature is affixed.
- 14.2 Such resolution may consist of several documents in the same form, each of which is signed in terms of this article, by sufficient Members to constitute a quorum and shall be deemed (unless a statement to the contrary is made on that resolution) to have been passed on the closing date stated in the notice which shall be no less than 20 (twenty) business days after the posting date.



15. RECORDS OF GENERAL MEETINGS

- 15.1 The Directors shall cause a record to be made of the proceedings at every General Meeting, including all resolutions passed at such meetings and shall cause such record and all resolutions passed to be inserted in a book provided for that purpose, or in electronic format.
- 15.2 Any copy of any record or resolution referred to in article 15.1, which purports to be signed by any Director or the Chairman, shall be *prima facie* evidence of the matters stated herein.

16. PROXIES

- 16.1 A Member may appoint a proxy to attend a General Meeting on the Members behalf.
- 16.2 The instrument appointing a proxy shall be in Writing and signed by the appointer or by his agent duly authorised in writing or, if the appointer is a Person other than a natural person, accompanied by a resolution of its Directors or other governing body authorising the Person named in the proxy to act as its representative at any meeting of the Company.
- 16.3 The holder of a general or special power of attorney, whether he is himself a Member or not, given by a Member, shall be entitled to attend meetings and to vote, if duly authorised under the power to attend and take part in the meeting.
- 16.4 The instrument appointing a proxy to vote at a meeting of the Company shall be deemed also to confer authority to demand or join in demanding a poll, and for the purpose of Section 63 (7) of the Act, a demand by a proxy shall be the same as a demand by a Member.
- 16.5 The instrument appointing a proxy and the power of attorney or the other authority, if any, under which it is signed, shall be deposited at the Office not



less than 48 (forty-eight) hours before the time for holding the meeting at which the Person named in the instrument proposes to vote and in default of complying herewith, the instrument of proxy shall not be treated as valid.

- 16.6 No instrument appointing a proxy shall be valid after the expiration of 12 (twelve) months from the date when it was signed, unless so specifically stated in the proxy itself and no proxy shall be used at an adjourned meeting which could not have been used at the original meeting.
- 16.7 The instrument shall be in the following format:



“WILDERNESS DUNES SHARE BLOCK LIMITED”

I/We _____ of _____
 being a Member of WILDERNESS DUNES SHARE BLOCK LIMITED, holding
 _____ number of Shares, representing
 _____ votes, hereby appoint _____ of
 _____ or failing him, _____
 of, _____ or failing him the Chairman of the Meeting as my
 proxy to vote for me and on my behalf at the Annual General Meeting (as the case may be)
 of the Company to be held on the _____ day of _____ 20____ and at any
 adjournment thereof as follows:

	In favour of	Against	Abstain
Resolution to _____			
Resolution to _____			
Resolution to _____			

(If columns 1, 2 or 3 are not completed, then my proxy may vote or abstain from voting as he deems fit)

* (Indicate instruction to proxy by way of a cross in space provided above).

SIGNED THIS _____ DAY OF _____ 20_____.

SIGNATURE



Note 1: A Member entitled to attend and vote is entitled to appoint a proxy to attend, speak and vote in his stead, and such proxy need not also be a Member of the Company.

Note 2: This Proxy shall be binding upon the Member until such time as the Member personally withdraws it and it is limited to the voting on the special and ordinary resolutions referred to herein. Unless otherwise instructed, the proxy will vote as he thinks fit. A Member entitled to attend and vote at the meeting is entitled to appoint a proxy to attend, speak and vote in his stead. The proxy nominated need not be a Member of the Company.

Any alteration or correction made to this form of proxy (excluding the deletion of alternatives) must be initialled by the signatory. Documentary evidence establishing the authority of a Person signing this form of proxy in a representative capacity (i.e. on behalf of a Company, Close Corporation or Trust) must be attached to this form.

The completion and lodging of this form of proxy will not preclude the relevant Member from attending the meeting and speaking and voting in Person thereat, to the exclusion of any proxy appointed in terms thereof, should such Member wish to do so.

Emailed and facsimile copies of this proxy form must be duly verified before the commencement of the meeting to be eligible for acceptance. If any one of the requirements contained herein is not fulfilled, the proxy form and/or the nomination of the proxy will be null and void.

Proxy holders must present reasonably satisfactory identification before attending and participating in the meeting.



17. ELECTION OF DIRECTORS

- 17.1 Not less than three (3) nor more than Ten (10) Directors shall be appointed and at each annual General Meeting one half (1/2) of the Directors shall retire from office.
- 17.2 Nominations for Directors must be submitted to the Company's Office not less than forty eight (48) hours before the meeting provided that nominations may be made at the meeting if approved by a majority attending the meeting and with the consent of the nominee/s.
- 17.3 The Directors to retire every year shall be those who have been longest in office since their last election, but as between Persons who become Directors in the same day, those to retire shall, unless they otherwise agree among themselves, be determined by lot. A retiring Director shall be eligible for nomination and re-election.
- 17.4 In the event of there being an uneven number of Directors on the Board, the Directors shall determine which Directors in longest office since their last election shall retire.
- 17.5 The Members of the Company other than the Share Block Developer shall, if they:
- 17.5.1 do not exceed ten (10) in number, have the right to appoint at least one of the Directors of the Company; and
- 17.5.2 exceed ten (10) in number, have the right to appoint at least two (2) of the Directors of the Company.
- 17.6 The Company shall not fail to take steps to ensure the appointment of the Director or Directors referred to in article 17.5, and, notwithstanding anything to the contrary contained in any law, a Share Block Developer shall not be entitled to vote on a proposed resolution to remove, under the provision of article 18.1.8, any Directors so appointed.



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- 17.7 In the event of any Person howsoever being entitled to appoint the majority of the Directors of the Company, that Person or his representative shall guarantee compliance with any obligation of the Company specified in this MOI.
- 17.8 The Share Block Developer shall, subject to the provisions of article 17.5 above, have the right to appoint the majority number of Directors of the Company for so long as he is the holder of any of the Company's issued Shares.
- 17.9 Subject to the provisions of Section 66 (2)(b) of the Act, the Company may from time to time in a General Meeting increase or reduce the number of Directors.
- 17.10 Provided that the Board of Directors shall comprise not less than three (3) Directors, any casual vacancy occurring on the Board of Directors may be filled by the Directors, but the Director so appointed shall be subject to retirement at the same time as if he had become a Director on the day on which the Director in whose stead he is appointed was last elected as Director.
- 17.11 The appointment of 2 (two) or more Persons as Directors of the Company by a single resolution shall not be moved unless a resolution that it shall be so moved has first been agreed to by the meeting without any vote against it.
- 17.12 In the event that the resolution referred to in article 17.11 is not moved each Person nominated as a Director shall be voted in individually.
- 17.13 The Directors may elect a Chairman of their meeting and determine the period for which he is to hold office, but if no such Chairman is elected, or if at any meeting the Chairman is not present within five (5) minutes after the time appointed for holding the same, the Directors may elect one of the other Directors to be Chairman of the meeting.



17.14 Each Director shall have the power to nominate with the approval of the Board, any Person whether he is a Member or not, to act as alternate Director in his place during his absence or inability to act as such Director, and on such appointment being made, the alternate Director shall, in all respects, be subject to the terms, qualifications and conditions existing with reference to the other Directors of the Company. A Director whilst also acting as an alternate Director, shall at any meeting of the Directors be entitled to two (2) votes.

17.15 The alternate Directors, whilst acting in the stead of the Directors who appointed them, shall exercise and discharge all the powers, duties and functions of the Directors they represent. The appointment of an alternate Director shall be revoked, and the alternate Director shall cease to hold office, whenever the Director who appointed him ceases to be a Director or gives notice to the secretary of the Company that the alternate Director representing him has ceased to do so.

18. DISQUALIFICATION AND REMOVAL OF DIRECTORS AND ALTERNATE DIRECTORS

18.1 In addition to the provisions of Section 69 of the Act any Director or alternate Director shall cease to be a Director of the Company on the happening of any of the following events:

18.1.1 his estate is finally sequestrated;

18.1.2 he files a petition for the surrender of his estate as insolvent;

18.1.3 he is placed under curatorship by any court of competent jurisdiction;

18.1.4 he delivers a notice of his resignation at the Office with effect from:

18.1.4.1 the date on which that notice is delivered; or

18.1.4.2 any later date stated in that notice to which the Directors agree;

18.1.5 if he fails to attend meetings of Directors, without prior apology and/or without good cause for 6 (six) consecutive Months without appointing an alternate to represent him;



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- 18.1.6 if he is directly or indirectly interested in any contract or proposed contract with the Company and fails to declare his interest and the nature thereof in the manner required by the Act;
- 18.1.7 passes, publishes or causes to be published any information to the press or media, directly or indirectly, which information is confidential or which information will bring the reputation of the Company in disrepute and/or intends to be detrimental to the Company in any way;
- 18.1.8 if, the Director is removed by an ordinary resolution in a General Meeting of Members in accordance with Section 71 of the Act.
- 18.2 Neither a Director nor an alternate Director shall be disqualified from acting as such if he is not a Member of the Company.

19. POWERS AND DUTIES OF DIRECTORS

- 19.1 The business of the Company shall be managed by the Directors who may pay all expenses of the Company, and may exercise all such powers of the Company as are required by the Share Blocks Act, or by this MOI, to be exercised by the Company in a General Meeting.
- 19.2 A Director may himself act, or any firm of which he is a Member be appointed by the Board to act, in a professional capacity (other than as auditor) for the Company, or any other Company in which the Company is interested, and he or his firm shall be entitled to reasonable remuneration for those professional services.
- 19.3 A Director may be employed by or hold any office of profit under the Company or under any subsidiary or holding Company in conjunction with the office of Director, other than that of auditor of the Company or of any subsidiary Company, and any remuneration paid to him shall be in addition to any Director's fees paid by the Company.



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- 19.4 The Directors may exercise the voting powers conferred by the Shares held by the Company in any other Company or exercisable by them as Directors of that other Company in any manner they deem fit, notwithstanding any financial interest which they may have in the exercise of those voting powers.
- 19.5 A Director, including a Person who is to become a Director, shall not be disqualified by his office from entering into contracts, arrangements or dealings with the Company, nor shall any contract, arrangement or dealing with the Company be voided, nor shall a Director be liable to account to the Company for any profit arising out of any contract, arrangement or dealing with the Company by reason of such Director being a party to or interested in or deriving profit from any such contract, arrangement or dealing and being at the same time a Director of the Company or by reason of the fiduciary relationship thereby established, but the nature of his interest shall be declared by him in accordance with the provisions of the Act.
- 19.6 A Director shall not be deemed to be interested in any contract or arrangement merely because his alternate or a Director for whom he is an alternate is so interested.
- 19.7 A Director shall not be disqualified from holding any financial interest or office in any other Company or business which has similar interests to those of the Company or any of its subsidiaries or which is engaged in a business of a similar nature to the business carried on by the Company or by any of its subsidiaries.
- 19.8 In terms of the Act, the Directors will be paid reasonable reimbursement for expenses incurred in advancing the objects of the Company and may receive Directors remuneration as determined in a General Meeting of shareholders by special resolution.
- 19.9 The Directors may subject to the provisions of the Statues, from time to time, in their discretion, raise or borrow from the Members or other Persons any sum or sums of money for the purposes of the Company, provided that the



amounts in the aggregate so raised or borrowed from time to time shall not exceed such amount as may be determined by the Company in a General Meeting from time to time.

19.10 The Directors may raise or secure the repayment of such monies in such manner and upon such terms and conditions in all respects as they think fit.

19.11 Subject to Article 19.9, the Share Block Developer shall be entitled to cause the Company to borrow money from any third party, only for the purposes of financing the erection of the improvements to the property in terms of **Annexure 2** to this MOI.

20. PROCEEDINGS OF DIRECTORS

20.1 At the commencement of each Year, the Directors shall determine the number of Directors' meetings to be held in that Year.

20.2 Any Director is at all times entitled to convene a meeting of the Directors by giving ten (10) business days notice to all Directors, or such shorter notice as may be agreed to by all the Directors.

20.3 The quorum necessary for the transaction of any business of Directors:

20.3.1 shall not be less than two (2) Directors.

20.3.2 If any Director has or any Directors have been appointed in terms of the provisions of article 17.5, the number of Directors required for a quorum at any meeting of the Directors of the Company, shall include that Director or at least one of those Directors, as the case may be.

20.4 The Directors may participate in a meeting of the Directors by means of conference telephone or similar equipment by means of which all Persons participating in the meeting can hear each other at the same time and any such participation in a meeting shall constitute presence in Person at the meeting.



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- 20.5 All resolutions and actions of the Directors shall be by way of a majority of votes. In the event of an equality of votes, the Chairman shall have a second or casting vote.
- 20.6 Subject to the provisions of Section 75(5) of the Act, a Director may not vote in respect of any contract or proposed contract with the Company in which he is interested, or any matter arising there from.
- 20.7 Subject to the provisions of the Act, a resolution in Writing signed by a majority of Directors, shall be as valid and effective as if it had been passed at a meeting of the Directors duly called and constituted. Any such resolution may consist of several documents in a like form, each signed by one or more of the signatories to the resolution. A resolution of Directors passed in terms of this article shall be placed in the minute book of the Company and shall be noted at the next succeeding meeting of Directors and shall be signed by the Chairman of that meeting, whereupon the provisions of Section 73(8) of the Act shall be deemed to apply to the resolution.
- 20.8 All acts done by any meeting of the Directors or 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 Directors or Person acting as aforesaid or that they are or any of them were disqualified, be as valid as if every such Person had been duly appointed and were qualified to be a Director.
- 20.9 If within half an hour after the time appointed for a meeting, a quorum of Directors is not present, then the meeting shall stand adjourned to a day not earlier than five (5) working days, and not later than ten (10) working days after the date of the meeting, as may be decided, and if at such adjourned meeting a quorum is not present within half an hour after the time appointed for the meeting, the Directors present shall form a quorum.



21. RECORDS OF DIRECTORS' MEETINGS

- 21.1 The Directors shall cause minutes to be made of all appointments of officers made by the Directors, the names of the Directors present at each meeting of the Directors and all resolutions passed by the Directors at all meetings of the Directors.
- 21.2 Minutes of any resolution and proceedings mentioned in article 20.7 appearing in one of the minute books of the Company shall be proof of the facts therein stated if signed by-
- 21.2.1 the Chairman of the meeting to which it relates; or
 - 21.2.2 any Person present at the meeting and appointed by the Directors to sign in the Chairman's place; or
 - 21.2.3 the Chairman of a subsequent meeting of the Directors.
- 21.3 Any extracts from or copy of those minutes purporting to be signed by the Chairman of that meeting or any Director shall be *prima facie* proof of the facts therein stated.

22. NOTICES

- 22.1 A notice may be given by the Company to any Member in accordance with Regulation 7 of the Companies Act.
- 22.2 Notice of every General Meeting shall be given to the auditor, for the time being, of the Company.
- 22.3 Any notice shall be deemed to be served in accordance with Annexure 3 (Table CR3) of the Regulations of the Companies Act.



23. WINDING-UP

23.1 Upon dissolution of the Company, the assets which remain after payment of the debts and liabilities of the Company and the costs of liquidation, shall be applied as follows:

23.1.1 To repay to the Members the amount paid up on the Shares respectively held by the Members.

23.1.2 To repay to the Members all amounts paid in respect of the Company's loan obligation, providing that such refund shall be reduced by the amount that any such Member is in arrear with any debt due to the Company as at the date of winding up of the Company.

23.1.3 The balance remaining after the payments referred to in sub-articles 23.1.1 and 23.1.2 shall be paid to the Members on an equitable basis as determined by the Directors.

24. INDEMNITY

Subject to the provisions of Section 77 of the Act, the members of the Board and officers of the Company shall be indemnified by the Company against all proceedings, costs and expenses incurred by reason of any claim made against them in connection with their conduct of the affairs of the Company.

25. LIMITATION OF LIABILITY OF DIRECTORS

Each Director, alternate Director, manager, executive officer and other officer of the Company, and person employed by the Company as its auditor, shall be indemnified by the Company against any liability incurred by him from time to time in that capacity in defending any proceedings (whether civil or criminal) in which judgement is given in his favour or in which he is acquitted or in respect of any of those proceedings which are abandoned or in connection with any application made under Section 78 of the Act in which relief is granted to him by a Court of competent jurisdiction.



26. ARBITRATION

- 26.1 In the event of any dispute or difference arising between the Company and/or Directors and/or the Members (hereinafter referred to as “the parties”) as to the interpretation of the Use Agreement and/or any other agreement between the parties and/or the Statutes and/or the rights and/or obligations of the parties arising from the MOI, such dispute or difference shall be referred to an arbitrator who shall settle the dispute in terms of and subject to the principles and conditions of the Arbitration Act No. 42 of 1965 as amended.
- 26.2 The arbitrator shall be appointed by agreement between the parties, provided that in the event of the parties failing to agree on the appointment of an arbitrator within 14 (fourteen) days after receipt of the notice to do so, the party requesting arbitration proceedings may request the Chairperson, for the time being, of the Society of Advocates of the High Court of South Africa of the High Court Division in which the Buildings are situate, to appoint an arbitrator.
- 26.3 The decision of the arbitrator shall be final and binding and may be made an order by any court to whose jurisdiction the parties to the dispute are subject.

27. FINES

The Directors of the Company are expressly authorised to impose fines against defaulting Members provided that fines must be reasonable, and without affecting the generality of the foregoing, fines shall be likened to a penalty claimed by an injured party arising out of breach of contract in terms of the Conventional Penalties Act of 1962. The Directors shall not be entitled to suspend a defaulting Member's right to vote.



28.SUSPENSION

The Directors shall be entitled to suspend a Member's right to utilize his Time-Sharing Interest, if such a Member is in default of any of his obligations in terms of this MOI or the Use Agreement.

29.SHARE BLOCK DEVELOPER'S DISCRETION

For as long as the Share Block Developer holds any share block in the Company, the Share Block Developer shall have the sole discretion to determine from time to time for what purpose the accommodation, Business Facilities, Common Property and Common Facilities are used. When the Share Block Developer no longer holds a share block in the Company, the Directors shall assume the discretion conferred upon the Share Block Developer in terms of this Article.

30.MANAGEMENT REGULATIONS

- 30.1 The Directors and or the managing agent, if any, may make such regulations, lay down such procedures or make such rules as they in their discretion may decide provided that such regulations are reasonable.
- 30.2 The Management Regulations shall be binding on a Member or any other occupier of the property or any improvement. It shall be the duty of a Member to ensure compliance with the Management Regulations by any tenant, occupyee, invitee or guest.
- 30.3 The first of these Management Regulations are set out in **Annexure 6** hereto and the Directors and the managing agent with the consent of the Directors, reserve the right to repeal, add to, vary or make further Management Regulations as they in their discretion may decide, provided that such regulations are reasonable and apply equally to all Members.



The provisions of the Share Blocks Control Act No. 59 of 1980 control the business of the Company in the following Sections:

1. **Section 3 – Application of certain laws in respect of share block companies**
2. **Section 5 – Restrictions on the operation of a share block scheme**
3. **Section 7 – Main Objects**
 - to operate a share block scheme in respect of immovable property owned or leased by it.
 - a Member shall be entitled to use a specified part of the immovable property in accordance with the Use Agreement entered into between the Member and the Company.

4. **Section 8 and 8A – Sectional Title Register**

The Company shall have the power to perform any act and incur any expenditure to effect the opening in terms of **Section 12** of the Sectional Titles Act 1986, as amended, from time to time of a sectional titles register in relation to its immovable property.

5. **Section 10 – Rights attaching to shares in a Share Block Company**

The Shares shall confer the same vote as every other Share of the Company, and the Shares shall confer a right to, or interest in, the use of the immovable property.

6. **Section 11 – Offer of sale of shares**

Share Block Company Shares may be offered to the public for sale if, in lieu of compliance with any other requirements, such offer is accompanied by a statement that any proposed purchaser of any such Shares is required to enter into a contract



referred to in Section 17 in respect of such Shares and that a copy of the contract required to be entered into is available for inspection free of charge at an address indicated in the statement.

7. **Section 12 – Directors and Developer Directors**

Refer to Articles 17.5 and 17.6 of this **MOI**.

8. **Section 13 - Levy Fund and Trust Accounts**

8.1 The Company shall establish and maintain a levy fund sufficient in the opinion of its Directors for the repair, upkeep, control, management and administration of the Company and of the immovable property in respect of which it operates the share block scheme, for the payment of rates and taxes and other local authority charges on the said immovable property, any charges for the supply of electric current, gas, water, fuel, sanitary and any other services to the said immovable property, and services required by the Company, for the covering of any losses suffered by the Company for the payment of any premiums of insurance and of all expenses incurred or to be incurred to effect the opening under **Section 12** of the Sectional Titles Act of a sectional title register in relation to the said immovable property, and for the discharge of any other obligation of the Company.

8.2 The Members shall contribute to the levy fund as agreed between them and the Company and failing such agreement in proportion to the number of Shares held by each Member to the total of the issued Shares.

8.3 The Company shall open and maintain with a bank or similar registered financial institution/s a separate account which shall be styled the Levy Fund Account and into which shall be deposited all Members' contributions to the levy fund, or alternatively, shall entrust such contributions to a practitioner (as defined in the Share Blocks Act) or an estate agent.



9. **Section 14 – Loan Obligation**

9.1 Each Member of the Company shall be liable for that portion of the Company's loan obligation as agreed upon between the Company and the Members and in the absence of such agreement then in the proportion of each Member's Shares to the total number of issued Shares of the Company.

9.2 All monies paid by Members to the Company in respect of the Company's loan obligation shall either:

9.2.1 be deposited by the Company into a separate account, styled the Share Blocks Control Act Section 15(3) Trust Account, which shall be opened and maintained by the Company with a registered financial institution; or

9.2.2 be entrusted to a practitioner (as defined in the Share Blocks Control Act) or an estate agent.

9.3 If any monies referred to in **paragraph 9.2** are not immediately required to be applied in reduction of the Company's loan obligation they may be invested in a separate savings or other interest bearing account with any registered financial institution or other institution designated by the Minister of Finance, which account shall be styled the Share Block Control Act Section 15(3) Trust Account.

9.4 The monies paid to the Company in terms of **paragraph 9.2** shall be applied for the sole purpose of the redemption of the Company's loan obligation unless otherwise decided upon by the Members by resolution passed as contemplated in **paragraphs 9.5 and 9.6**.

9.5 **Borrowing Powers**



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- 9.5.1 The Company shall not increase its loan obligations or encumber any of its assets unless the increase or encumbrance has been approved by a resolution of at least seventy-five percent (75%) in number of the Members, excluding the Share Block Developer, having the right to vote at the relevant meeting and holding in the aggregate at least seventy-five percent (75%) of the total number of votes of all the Members, excluding the number of votes held by the Share Block Developer.
- 9.5.2 The provisions of the Act relating to notice and registration of a special resolution shall *mutatis mutandis* apply in respect of the resolution referred to in **paragraph 9.5.1** above.
- 9.5.3 The provisions of **paragraph 9.5.1** shall not apply:
- 9.5.3.1 in respect of an encumbrance which secures an existing liability comprised in the Company's loan obligation;
- 9.5.3.2 where at the time the Shares of the Company were offered for subscription or sale, it was disclosed to all Members of the Company and to the person to whom the Shares were offered that the Company contemplated increasing its loan obligations or encumbering its assets on stated terms and conditions and the Company has acted in accordance with such disclosure.
- 9.6 Subject to **paragraph 9.5** and to the provisions of any agreement existing from time to time between the Company and any shareholder or shareholders:
- 9.6.1 the Directors may in their discretion from time to time raise or borrow any sum or sums of money for the purposes of the Company without limitation;



9.6.2 the Directors may raise or secure the repayment of such sum or sums in such manner and upon such terms and conditions in all respects as they think fit and in particular by the issue of bond, perpetual or redeemable, secured or unsecured debentures, or any mortgage, charge or other security on the undertaking of the whole or in part of the property of the Company, both present and future.

10. Accounting Records

10.1 The Directors shall cause such accounting records as are prescribed by the provisions of the Share Blocks Control Act to be kept, including such accounting records as are referred to in **paragraphs 10.1.1 and 10.1.2** hereunder and also such other accounting records as are necessary fairly to present the state of affairs and business of the Company and to explain the transactions and financial position of the trade or business of the Company.

10.1.1 The Directors shall ensure that such accounting records as are necessary fairly to reflect and explain the state of affairs in respect of the moneys received and expended by or on behalf of the Company in respect of the levy fund, referred to in **paragraph 8**, are kept.

10.1.2 The Directors shall keep separate books, accounting records and financial statements such as are necessary to fairly reflect and explain the state of affairs in respect of all moneys paid to the Company by Members in reduction of the Company's loan obligation and the Directors shall ensure that the Company's books and accounting records relating to these moneys are balanced at least every six months and that these books, accounting records and financial statements are audited by the Company's auditors at least once annually.

10.2 The accounting records shall be kept at the registered office of the Company or at such other place or places as the Directors think fit, and shall always be open to inspection by the Directors and to other parties in accordance with



the provisions of the Act and the Promotion of Access to Information Act No. 2 of 2000.

11. Annual Financial Statements

11.1 The Directors shall from time to time in accordance with the provisions of **the Act** cause to be prepared and laid before the Company in General Meeting such annual financial statements, group financial statements and group reports, if any, together with such financial statements prepared in terms of **paragraph 10**.

11.2 A copy of the financial statements, group annual financial statements and group reports which are laid before the Company in an annual General Meeting shall be in accordance with the provisions of the Act.

12. Audit

An auditor shall be appointed as required in terms of the provisions of the Share Blocks Act.

13. Use Agreement (Annexure 4).

SHARES AND LOAN OBLIGATIONS

SHARES

1. The Share Schedule in respect of share blocks conferring time-sharing interests comprise six or seven digits.
 - 1.1 The share block number in respect of the A and B class Shares which confer Time-Sharing Interests is made up of six or seven digits:
 - 1.1.1 the first and second digits identify the share blocks by reference to their number;
 - 1.1.2 the third and fourth digits are an abbreviation of the word "share block" ie. SB; and
 - 1.1.3 the fifth, sixth and seventh digits refer to the number of the Time Module ie. P11 equals Peak Time Module number 11, H3 equal High Time Module number 3.
2. The Share Schedule in respect of share blocks conferring a sole ownership interest comprises four digits.
 - 2.1 the first and second digits identify the share blocks by reference to their number;
 - 2.2 the third and fourth digits are an abbreviation of the word "share block" ie. SB.
3. The share schedule in respect of the C class shares comprise four digits:
 - 3.1 the first and second digits identify the share blocks by reference to their number; and
 - 3.2 the third and fourth digits are an abbreviation of the word "share block" ie. SB.
4. The share blocks are allocated in terms of and as set out in this Annexure and the MOI



5.

5.1 Sole Ownership Chalets - the improvements erected or to be erected on the land to be used solely for the exercise of a Sole Ownership Interest subject to the provisions of these Articles and which are situate or to be situate as more fully described in Article 7 of this Annexure and **Annexure 2.1**.

5.2 Sole Ownership Interest - a right of use for Temporary Residential Purposes in respect of a Sole Ownership Chalet conferred by the MOI and Use Agreement of the Company on the owner of a share block comprising those B class ordinary Shares listed in Article 7 of this Annexure.

5.3 Syndicated Ownership Chalets - the improvements erected or to be erected on the Land to be used solely for Temporary Residential Purposes subject to the provisions of the MOI and which are situate or to be situate as more fully described in Article 7 of this Annexure and this **Annexure 2.1**.

5.4 Syndicated Ownership Interest - a right of use for Temporary Residential Purposes in respect of a Syndicated Ownership Chalet for the Week Sequence as more fully described in the occupation rotation roster forming part of **Annexure 3**, conferred by the MOI and Use Agreement of the Company on the owner of a share block comprising those B class ordinary Shares listed in Article 7 of this Annexure.

5.5 Time-Share Chalets - the improvements erected or to be erected on the Land to be used solely for Time-Sharing Residential Purposes;

6. The A class Shares comprising the share blocks numbered 01SB to 014SB and the B class Shares comprising the share blocks numbered 015SB to 030SB and 044SB as set out in this Annexure, shall confer on the holder for the time being of each such share block, a Time-Sharing Interest in the Time-Share Chalets erected on the land marked 01 to 30, 32 and 42 on **Annexure 5**.

The said Time-Sharing interest consists of:



-
- 6.1 the right to or interest in the recurrent and annual exclusive use, possession and occupation during the relevant Time Module of the Time-sharing Chalets erected or to be erected for Time-Sharing Residential Purposes; and
 - 6.2 the right to or interest in the recurrent, annual and exclusive use during the relevant Time Module of the movables used in conjunction with the right referred to in Article 6.1 of this Annexure.
 - 6.3 the right to, or interest in the recurrent annual use in common with other Holders during the relevant Time Module, of the Common Property and Common Facilities;

until either the Company is liquidated, or the said Share Blocks are cancelled, whichever event occurs first, subject to the terms and conditions set out in the Use Agreement and Management Regulations.

7. The B class Shares comprising the share blocks numbered 031, 033 to 043 and 045 as set out in this Annexure, shall confer on the Holder for the time being of each such share block either Sole Ownership Interest in a Sole Ownership Chalet or a Syndicated Ownership interest in a Syndicated Ownership Chalet or a Time-Sharing Interest in a Time-Share Chalet, erected or to be erected on the Land and marked 030, 033 to 043 and 045 on **Annexure 2.1**.

The Share Block Developer shall have the discretion to elect the type of interest such share blocks shall confer, provided that such election shall be made before such share block is alienated by the Share Block Developer and further that all share blocks pertaining to any particular Improvement shall confer the same type of interest. The Share Block Developer shall make such election by alienating any share block pertaining to that particular improvement where the Company is a party to the deed of alienation.

- 7.1 The said Sole Ownership Interest consists of:
 - 7.1.1 the right to or interest in the exclusive use, possession and occupation for Temporary Residential Purposes of the relevant Sole Ownership Chalet erected or to be erected; and



7.1.2 the right to or interest in the recurrent annual use, in common with other Holders of the Common Property and Common Facilities.

subject to the terms and conditions set out in the Use Agreement and management Regulations, until the Company is liquidated or the said share blocks are cancelled, whichever event occurs first.

7.2 The said Syndicated Ownership Interest consists of:

7.2.1 the right to or interest in the exclusive use, possession and occupation of the relevant Syndicated Ownership Chalet erected or to be erected for Temporary Residential Purposes for the duration of the relevant weeks in the relevant weeks sequence as determined from time to time by the Occupation Rotation Roster referred to in **Annexure 3**; and

7.2.2 the right to or interest in the recurrent exclusive use of the movables used in conjunction with the right referred to in Article 7.2.1 of this Annexure; and

7.2.3 the right to or interest in the use during the relevant weeks in the relevant week sequence as determined from time to time by the Occupation Rotation Roster referred to in **Annexure 3**, in common with other Holders of the Common Property and Common Facilities;

Subject to the terms and conditions set out in the Use Agreement and Management Regulations until the Company is liquidated or the said share blocks are cancelled, whichever event occurs first.

7.3 The said Time-Sharing Interest consists of:

7.3.1 the right to or interest in the recurrent and annual exclusive use, possession and occupation during the relevant Time Module of the Time-Sharing Chalets erected or to be erected for time-sharing residential purposes; and



7.3.2 the right to or interest in the recurrent, annual and exclusive use during the relevant Time Module of the movables used in conjunction with the right referred to in Article 7.3.1 of this Annexure; and

7.3.3 the right to, or interest in the recurrent annual use in common with other Holders being the relevant Time Module of the Common Property and Common Facilities;

Until either the Company is liquidated, or the said Share Blocks are cancelled, subject to the terms and conditions set out in the Use Agreement and Management Regulations whichever event occurs first.

8. The C class Shares comprising share block 46SB shall confer upon the Share Block Developer such interest as the Share Block Developer may from time to time decide, including without limitation a permanent continuous right of use for commercial or permanent residential purposes or a Time-Sharing Interest in such form as the Share Block Developer may in its discretion decide, of any portion of the land or any Improvements erected or to be erected thereon in respect of any area of the Common Property.

Pursuant to the rights of the Share Block Developer referred to above, the Share Block Developer shall have the right to:

- Sub-divide share block 46SB into such further share blocks as it may from time to time in its sole and absolute discretion decide;
- Confer on the Holders of such sub-divided share blocks such type of interest and right of use as the Share Block Developer in his sole and absolute discretion may from time to time decide;
- Determine the class of Shares comprising such sub-divided share blocks including but not limited to an existing class of shares;
- Determine the degree and the manner of the contribution to the Levy pertaining to such new class of Shares (if any) so created.



The Share Block Developer shall further have the right to sub-divide the remaining portion of the C class Shares comprising share block 46SB from time to time at his sole and absolute discretion.

All Members irrevocably agree to the Share Block Developer so acting, hereby irrevocably appointing the Share Block Developer or its nominee, as their agent to attend any general meeting of the Company, or any adjournment thereof, to:

- vote in favour of a motion by special resolution proposed by the Share Block Developer in terms of which share block 46SB is subdivided into such further share blocks as the Share Block Developer may decide;
- vote in favour of a motion by special resolution proposed by the Share Block Developer in terms of which Shares are allocated to such subdivided share blocks as the Share Block Developer in its discretion may decide;
- vote in favour of a motion by special resolution proposed by the Share Block Developer in terms of which the C class Shares comprising the sub-divided share blocks are converted to such class of Shares as the Share block Developer may in his sole and absolute discretion determine;
- vote in favour of a motion by special resolution in terms of which the Company's Memorandum and Articles of Association are amended in order to give effect to:
 - i) the subdivision of share block 46SB;
 - ii) the allocation of further Shares to such sub-divided share blocks; and
 - iii) the manner and degree of the contribution to the Levy in relation to any new class of Shares created; and
- vote in favour of any other resolution proposed by the developer that the Share Block Developer in his sole and absolute discretion may decide is necessary to enforce and/or implement his rights in terms of this Article;
- sign the consent referred to in Section 65 of the Companies Act to the aforesaid resolutions being passed.



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9. The Share Block Developer has the discretion to also consolidate any of the share blocks where the Share Block Developer is the holder of the Shares comprising such share blocks. Any consolidation of share blocks, whether such consolidation is done in respect of all or any of the share blocks, shall entitle the Share Block Developer to create as many share blocks as the Share Block Developer may decide in order to confer upon the holders of such consolidated share blocks a Time sharing Interest or any other interest in respect of the improvements which may be erected on any area of the Land.

All Members irrevocably agree to the Share Block Developer so acting, hereby irrevocably appointing the Share Block Developer or its nominee, as their agent to attend any General Meeting of the Company, or any adjournment thereof, to:

- vote for a motion by special resolution in terms of which any share block is consolidated into such further share blocks as the Share Block Developer may decide;
- vote for a motion by special resolution in terms of which share blocks are allocated to such consolidated share blocks as the Share Block Developer in its discretion may decide;
- vote for a motion by special resolution in terms of which the Company's MOI is amended in order to give effect to the consolidation of any share blocks and the allocation of further Shares to such consolidated share blocks; and
- sign the consent referred to in Section 65 of the Companies Act relating to the consolidation of any share block and the allocation of share blocks to such consolidated share blocks.

ALTERNATIVELY:

- the Members hereby consent in terms of Section 65 of the Companies Act to such resolutions being passed. The Members hereby appoint the Share Block Developer or its nominee as their lawful attorney and agent to give such consent in terms of the said Section.



10. ALLOCATION OF LOAN OBLIGATION

10.1 In this Article:

10.1.1. "Loan obligation" means the total amount owing from time to time by the Company, excluding any amount owing by the Company in respect of its share capital, the aggregate of the amounts transferred in terms of the Companies Act to the reserves and provisions of the Company and any debt to be discharged from monies in the Levy fund referred to in Article 9 of the MOI.

10.1.2 "Sellers Loan Obligation" means the loan obligation of the Company owing or to be owing to the Share Block Developer;

10.1.3 "Completion" means upon the issue of a certificate in respect of the improvements in terms of Section 7(1) of the Time-Sharing Act in respect of an improvement to be utilised for the purpose of conferring a Time-Sharing Interest, or where such improvement is utilised for any other interest, upon the issue of a certificate by the developer; and

10.1.4 "Third Party Loan Obligation" means the loan obligation of the Company owing or to be owing to any third party and arising out of monies lent or advanced or to be lent and advanced by a third party to the Company, upon such terms and conditions as are not more onerous than loans granted by a Deposit-Taking Institution against Security of a first mortgage bond over land in respect of rural immovable property.

10.2 The loan obligation shall be allocated as follows:

10.2.1 The amount of loan obligation allocated to ordinary A class Shares held by holders other than the Share Block Developer shall be limited to the contributions made by A class share-holders to the Company pursuant to a scheme of arrangement. No further loan obligation shall be allocated to such ordinary A class Shares.



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- 10.2.2 Seller's loan obligation arising from any source may be allocated and re-allocated by the Share Block Developer to any class of Shares owned by the Share Block Developer at the Share Block Developer's sole and absolute discretion, provided that:
- 10.2.2.1 the Share Block Developer shall advise the Company from time to time but at least once annually of the allocation of the Seller's loan obligation to Shares owned by him; and
 - 10.2.2.2 the Share Block Developer shall advise the Company on the transfer of Shares from the Share Block Developer to third parties of the amount of the Seller's loan obligation allocated to such Shares; and
 - 10.2.2.3 no further loan obligation shall be allocated by the Share Block Developer to such alienated Shares after such alienation; and
 - 10.2.2.4 Shares may not be alienated by the Share Block Developer for an amount less than the amount of the allocated loan pertaining to such share block.
- 10.3 The loan obligation of the Company may be increased and/or the Company's assets may be encumbered from time to time at the option and discretion of the Share Block Developer to finance the erection of improvements and infrastructure on the Land. This is agreed to be disclosure in terms of Section 14(6) of the Share Blocks Act. The improvements may be financed by an increase in either the third party loan obligation, the Seller's loan obligation, or both. The increase or encumbrance shall be for an amount equivalent to the actual costs incurred by the Company in erecting the improvements of infrastructure.

Third party loan obligation arising in terms of this Article shall be allocated proportionately to such share blocks of any class to which the Improvements relate.



Any Seller's loan obligation arising in terms of the provisions of this Article shall be allocated as provided for in Article 10.2 of this Annexure.

10.4 On completion of the Improvements, the Seller's or third party loan obligation shall be allocated in terms of Articles 10.2 and 10.3 of this Annexure.

10.5 The monies owing to each Member in respect of the loan obligation allocated to him shall:

10.5.1 constitute a loan to the Company;

10.5.2 not be repayable to that Member by the Company unless the Members by Special Resolution elect to do so and further shall not be repayable unless the assets of the Company fairly valued exceed the liabilities of the Company after such proposed payment and the Company has the resources to make such payment;

10.5.3 be repayable to the Member in the event of the Company being wound up subsequent to the payment of all other creditors; and

10.5.4 be free of interest.

10.6 Any loan made or assumed by any Member to the Company pursuant to the preceding Articles shall be deemed to be ceded to the Company as security for any outstanding obligation by the Member to the Company from time to time, provided that the Company shall not be entitled, in realising such loan for the purposes of enforcing its security, to dispose of such loan, unless such disposition is made simultaneously with the disposition of the relevant share block and the relevant interest owned by the said Member.

10.7 Subject to the cession in favour of the Company in Article 10.6 of this Annexure any such loan may be ceded by the Member to a third party, provided that such cession:

10.7.1 is made to the person to whom the said share Member has disposed his share block and Time-Sharing Interest or other interest; and

10.7.2 except in the case of the Share Block Developer, is consented to by the Directors of the Company in terms of the MOI.



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- The consent of the Directors of the Company for the pledge of any Shares in the Share Block Developer's favour is not required.
- 10.8 The improvements will be erected as and when the Share Block Developer is obliged to do so in terms of any obligation to a Holder.
- 10.9 Subject to Article 10.8 of this Annexure, the Share Block Developer in its discretion, may effect the improvements in such phases as it deems appropriate.
- 10.10 From the time that the Share Block Developer exercises its rights to erect the improvements, the right to occupy such part of the Common Property and the Remainder of the Land as the Share Block Developer may require for the erection of the improvements, shall vest in the Share block Developer without any consideration whatsoever.
- 10.11 From the date the improvements have been erected and share blocks allocated thereto in terms of Article 10.4 of this Annexure and a certificate issued in regard thereto in terms of Article 10.1.3 of this Annexure, the holder of such share block shall be liable for payment of the Levy in respect thereof in terms of Article 9 of the MOI.
- 10.12 The improvements shall be deemed to be completed for all purposes upon the issue of a certificate contemplated in Article 10.1.3 of this Annexure.
- 10.13 In the event of any dispute as to whether the improvements have been completed or as to the quality thereof, such dispute shall be referred to an architect appointed by the Share Block Developer, who shall act as an expert and not an arbitrator, and whose decision shall be final and binding on all persons, irrespective of whether they were parties to the dispute.
- 10.14 The Member acknowledges being aware that it is possible that on occupation of the accommodation for his Time Module or on occupation of the improvements, the other improvements on the Land may not be complete and ready for occupation, and as a result thereof he may suffer inconvenience. A Member shall have no claim whatsoever against the Company or the Share Block Developer in this regard.

SHARE BLOCK NUMBER	ERECTED OR NOT ERECTED (WHERE APPLICABLE)	AREA OF LAND MARKED ON ANNEXURE "5"	SHARES PER TIME MODULE IN THE CASE OF TIME-SHARE CHALET'S ONLY	TOTAL SHARES	CLASS OF SHARES
01SB P1 - P2 P8 - P11 H3 - H7 & H12 HFW1-HFW13 HFW1-HFW13 FM1-FM27 FW1-FW27	ERECTED	1	2 2 1 1 1 1	12 12 13 13 27 27	A
02SB P1 - P2 P8 - P11 H3 - H7 & H12 HFW1-HFW13 HFW1-HFW13 FM1-FM27 FW1-FW27	ERECTED	2	2 2 1 1 1 1	12 12 13 13 27 27	A
03SB P1 - P2 P8 - P11 H3 - H7 & H12 HFW1-HFW13 HFW1-HFW13 FM1-FM27 FW1-FW27	ERECTED	3	2 2 1 1 1 1	12 12 13 13 27 27	A
04SB P1 - P2 P8 - P11 H3 - H7 & H12 HFW1-HFW13 HFW1-HFW13 FM1-FM27 FW1-FW27	ERECTED	4	2 2 1 1 1 1	12 12 13 13 27 27	A
05SB P1 - P2 P8 - P11 H3 - H7 & H12 HFW1-HFW13 HFW1-HFW13 FM1-FM27 FW1-FW27	ERECTED	5	2 2 1 1 1 1	12 12 13 13 27 27	A
06SB P1 - P2 P8 - P11 H3 - H7 & H12 HFW1-HFW13 HFW1-HFW13 FM1-FM27 FW1-FW27	ERECTED	6	2 2 1 1 1 1	12 12 13 13 27 27	A
07SB P1 - P2 P8 - P11 H3 - H7 & H12 HFW1-HFW13 HFW1-HFW13 FM1-FM27 FW1-FW27	ERECTED	7	2 2 1 1 1 1	12 12 13 13 27 27	A

SHARE BLOCK NUMBER	ERECTED OR NOT ERECTED (WHERE APPLICABLE)	AREA OF LAND MARKED ON ANNEXURE "5"	SHARES PER TIME MODULE IN THE CASE OF TIME-SHARE CHALET'S ONLY	TOTAL SHARES	CLASS OF SHARES
08SB P1 - P2 P8 - P11 H3 - H7 & H12 HFW1-HFW13 HFW1-HFW13 FM1-FM27 FW1-FW27	ERECTED	8	2 2 1 1 1 1	12 12 13 13 27 27	A
09SB P1 - P2 P8 - P11 H3 - H7 & H12 HFW1-HFW13 HFW1-HFW13 FM1-FM27 FW1-FW27	ERECTED	9	2 2 1 1 1 1	12 12 13 13 27 27	A
010SB P1 - P2 P8 - P11 H3 - H7 & H12 HFW1-HFW13 HFW1-HFW13 FM1-FM27 FW1-FW27	ERECTED	10	2 2 1 1 1 1	12 12 13 13 27 27	A
011SB P1 - P2 P8 - P11 H3 - H7 & H12 HFW1-HFW13 HFW1-HFW13 FM1-FM27 FW1-FW27	ERECTED	11	2 2 1 1 1 1	12 12 13 13 27 27	A
012SB P1 - P2 P8 - P11 H3 - H7 & H12 HFW1-HFW13 HFW1-HFW13 FM1-FM27 FW1-FW27	ERECTED	12	2 2 1 1 1 1	12 12 13 13 27 27	A
013SB P1 - P2 P8 - P11 H3 - H7 & H12 HFW1-HFW13 HFW1-HFW13 FM1-FM27 FW1-FW27	ERECTED	13	2 2 1 1 1 1	12 12 13 13 27 27	A
014SB P1 - P2 P8 - P11 H3 - H7 & H12 HFW1-HFW13 HFW1-HFW13 FM1-FM27 FW1-FW27	ERECTED	14	2 2 1 1 1 1	12 12 13 13 27 27	A

TOTAL CLASS A SHARES ISSUED : 1466

SHARE BLOCK NUMBER	ERECTED OR NOT ERECTED (WHERE APPLICABLE)	AREA OF LAND MARKED ON ANNEXURE "5"	SHARES PER TIME MODULE IN THE CASE OF TIME-SHARE CHALETs ONLY	TOTAL SHARES	CLASS OF SHARES
015SB P1 - P2 P8 - P11 H3 - H7 & H12 HFW1-HFW13 HFW1-HFW13 FM1-FM27 FW1-FW27	ERECTED	15	2 2 1 1 1 1	12 12 13 13 27 27	B
016SB P1 - P2 P8 - P11 H3 - H7 & H12 HFW1-HFW13 HFW1-HFW13 FM1-FM27 FW1-FW27	ERECTED	16	2 2 1 1 1 1	12 12 13 13 27 27	B
017SB P1 - P2 P8 - P11 H3 - H7 & H12 HFW1-HFW13 HFW1-HFW13 FM1-FM27 FW1-FW27	ERECTED	17	2 2 1 1 1 1	12 12 13 13 27 27	B
018SB P1 - P2 P8 - P11 H3 - H7 & H12 HFW1-HFW13 HFW1-HFW13 FM1-FM27 FW1-FW27	ERECTED	18	2 2 1 1 1 1	12 12 13 13 27 27	B
019SB P1 - P2 P8 - P11 H3 - H7 & H12 HFW1-HFW13 HFW1-HFW13 FM1-FM27 FW1-FW27	ERECTED	19	2 2 1 1 1 1	12 12 13 13 27 27	B
020SB P1 - P2 P8 - P11 H3 - H7 & H12 HFW1-HFW13 HFW1-HFW13 FM1-FM27 FW1-FW27	ERECTED	20	2 2 1 1 1 1	12 12 13 13 27 27	B
021SB P1 - P2 P8 - P11 H3 - H7 & H12 HFW1-HFW13 HFW1-HFW13 FM1-FM27 FW1-FW27	ERECTED	21	2 2 1 1 1 1	12 12 13 13 27 27	B

SHARE BLOCK NUMBER	ERECTED OR NOT ERECTED (WHERE APPLICABLE)	AREA OF LAND MARKED ON ANNEXURE "5"	SHARES PER TIME MODULE IN THE CASE OF TIME-SHARE CHALETs ONLY	TOTAL SHARES	CLASS OF SHARES
022SB P1 - P2 P8 - P11 H3 - H7 & H12 HFW1-HFW13 HFW1-HFW13 FM1-FM27 FW1-FW27	ERECTED	22	2 2 1 1 1 1	12 12 13 13 27 27	B
023SB P1 - P2 P8 - P11 H3 - H7 & H12 HFW1-HFW13 HFW1-HFW13 FM1-FM27 FW1-FW27	ERECTED	23	2 2 1 1 1 1	12 12 13 13 27 27	B
024SB P1 - P2 P8 - P11 H3 - H7 & H12 HFW1-HFW13 HFW1-HFW13 FM1-FM27 FW1-FW27	ERECTED	24	2 2 1 1 1 1	12 12 13 13 27 27	B
025SB P1 - P2 P8 - P11 H3 - H7 & H12 HFW1-HFW13 HFW1-HFW13 FM1-FM27 FW1-FW27	ERECTED	25	2 2 1 1 1 1	12 12 13 13 27 27	B
026SB P1 - P2 P8 - P11 H3 - H7 & H12 HFW1-HFW13 HFW1-HFW13 FM1-FM27 FW1-FW27	ERECTED	26	2 2 1 1 1 1	12 12 13 13 27 27	B
027SB P1 - P2 P8 - P11 H3 - H7 & H12 HFW1-HFW13 HFW1-HFW13 FM1-FM27 FW1-FW27	ERECTED	27	2 2 1 1 1 1	12 12 13 13 27 27	B
028SB P1 - P2 P8 - P11 H3 - H7 & H12 HFW1-HFW13 HFW1-HFW13 FM1-FM27 FW1-FW27	ERECTED	28	2 2 1 1 1 1	12 12 13 13 27 27	B

SHARE BLOCK NUMBER	ERECTED OR NOT ERECTED (WHERE APPLICABLE)	AREA OF LAND MARKED ON ANNEXURE "5"	SHARES PER TIME MODULE IN THE CASE OF TIME-SHARE CHALETs ONLY	TOTAL SHARES	CLASS OF SHARES
029SB P1 - P2 P8 - P11 H3 - H7 & H12 HFW1-HFW13 HFW1-HFW13 FM1-FM27 FW1-FW27	ERECTED	29	2 2 1 1 1 1	12 12 13 13 27 27	B
030SB P1 - P2 P8 - P11 H3 - H7 & H12 HFW1-HFW13 HFW1-HFW13 FM1-FM27 FW1-FW27	ERECTED	30	2 2 1 1 1 1	12 12 13 13 27 27	B
031SB P1 - P2 P8 - P11 H3 - H7 & H12 HFW1-HFW13 HFW1-HFW13 FM1-FM27 FW1-FW27	ERECTED	31	2 2 1 1 1 1	12 12 13 13 27 27	B
032SB P1 - P2 P8 - P11 H3 - H7 & H12 HFW1-HFW13 HFW1-HFW13 FM1-FM27 FW1-FW27	ERECTED	32	2 2 1 1 1 1	12 12 13 13 27 27	B
033SB P1 - P2 P8 - P11 H3 - H7 & H12 HFW1-HFW13 HFW1-HFW13 FM1-FM27 FW1-FW27	ERECTED	33	2 2 1 1 1 1	12 12 13 13 27 27	B
034SB P1 - P2 P8 - P11 H3 - H7 & H12 HFW1-HFW13 HFW1-HFW13 FM1-FM27 FW1-FW27	ERECTED	34	2 2 1 1 1 1	12 12 13 13 27 27	B
035SB P1 - P2 P8 - P11 H3 - H7 & H12 HFW1-HFW13 HFW1-HFW13 FM1-FM27 FW1-FW27	ERECTED	35	2 2 1 1 1 1	12 12 13 13 27 27	B

SHARE BLOCK NUMBER	ERECTED OR NOT ERECTED (WHERE APPLICABLE)	AREA OF LAND MARKED ON ANNEXURE "5"	SHARES PER TIME MODULE IN THE CASE OF TIME-SHARE CHALET'S ONLY	TOTAL SHARES	CLASS OF SHARES
036SB P1 - P2 P8 - P11 H3 - H7 & H12 HFW1-HFW13 HFW1-HFW13 FM1-FM27 FW1-FW27	ERECTED	36	2 2 1 1 1 1	12 12 13 13 27 27	B
037SB P1 - P2 P8 - P11 H3 - H7 & H12 HFW1-HFW13 HFW1-HFW13 FM1-FM27 FW1-FW27	ERECTED	37	2 2 1 1 1 1	12 12 13 13 27 27	B
038SB P1 - P2 P8 - P11 H3 - H7 & H12 HFW1-HFW13 HFW1-HFW13 FM1-FM27 FW1-FW27	ERECTED	38	2 2 1 1 1 1	12 12 13 13 27 27	B
039SB P1 - P2 P8 - P11 H3 - H7 & H12 HFW1-HFW13 HFW1-HFW13 FM1-FM27 FW1-FW27	ERECTED	39	2 2 1 1 1 1	12 12 13 13 27 27	B
040SB P1 - P2 P8 - P11 H3 - H7 & H12 HFW1-HFW13 HFW1-HFW13 FM1-FM27 FW1-FW27	ERECTED	40	2 2 1 1 1 1	12 12 13 13 27 27	B
041SB P1 - P2 P8 - P11 H3 - H7 & H12 HFW1-HFW13 HFW1-HFW13 FM1-FM27 FW1-FW27	ERECTED	41	2 2 1 1 1 1	12 12 13 13 27 27	B
042SB P1 - P2 P8 - P11 H3 - H7 & H12 HFW1-HFW13 HFW1-HFW13 FM1-FM27 FW1-FW27	ERECTED	42	2 2 1 1 1 1	12 12 13 13 27 27	B

SHARE BLOCK NUMBER	ERECTED OR NOT ERECTED (WHERE APPLICABLE)	AREA OF LAND MARKED ON ANNEXURE "5"	SHARES PER TIME MODULE IN THE CASE OF TIME-SHARE CHALETs ONLY	TOTAL SHARES	CLASS OF SHARES
043SB P1 - P2 P8 - P11 H3 - H7 & H12 HFW1-HFW13 HFW1-HFW13 FM1-FM27 FW1-FW27	ERECTED	43	2 2 1 1 1 1	12 12 13 13 27 27	B
044SB P1 - P2 P8 - P11 H3 - H7 & H12 HFW1-HFW13 HFW1-HFW13 FM1-FM27 FW1-FW27	ERECTED	44	2 2 1 1 1 1	12 12 13 13 27 27	B
045SB P1 - P2 P8 - P11 H3 - H7 & H12 HFW1-HFW13 HFW1-HFW13 FM1-FM27 FW1-FW27	ERECTED	45	2 2 1 1 1 1	12 12 13 13 27 27	B

TOTAL B CLASS SHARES ISSUED : 3224

SHARE BLOCK NUMBER	ERECTED OR NOT ERECTED (WHERE APPLICABLE)	AREA OF LAND MARKED ON ANNEXURE "5"	SHARES PER TIME MODULE IN THE CASE OF TIME-SHARE CHALETs ONLY	TOTAL SHARES	CLASS OF SHARES
046SB P1 - P2 P8 - P11 H3 - H7 & H12 HFW1-HFW13 HFW1-HFW13 FM1-FM27 FW1-FW27	NOT ERECTED	To be determined in accordance with the Articles of Association of the company	NOT APPLICABLE	9320	C

TOTAL C CLASS SHARES ISSUED : 9320

TOTAL NUMBER OF ISSUED SHARES:

A CLASS SHARES: 1456
B CLASS SHARES: 3224
C CLASS SHARES: 9320

TOTAL 14000



**1. OCCUPATION ROTATION ROSTER IN RESPECT OF
CAPITAL SYNDICATED, CAPITAL OWNERSHIP INTEREST**

- 1.1 A Week in relation to a Syndicated Ownership Interest means a period of seven consecutive days beginning on a Wednesday at 12h00 and ending on the following Wednesday at 12h00 during which the Holder may utilise his Syndicated Ownership Interest, provided that the Holder shall only be entitled to utilise the Syndicated Ownership Interest from 16h00 on the commencement date until 10h00 on the termination date thereof and subject further to the provision of the Use Agreement. The week number of any Syndicated Ownership Week shall be the same number as the Time Module allocated to a Time-Sharing Interest but shall begin two days before the commencement day of a Time-Sharing time Module.
- 1.2 The Occupation Rotation Roster and share schedule in respect of Syndicated Ownership Interest is explained as follows:
- 1.2.1 each Year is divided into Weeks and is defined in 1.1 above
- 1.3 All the Weeks of any Year have been divided into eight groups of four, five or six Weeks and such group of Weeks shall be known as a “week sequence”. For the purposes of identification each week sequence is allocated to an alpha character A, B, C, D, E F, G or H.
- 1.4 The week sequences contain the Weeks as set out in the following table of columns identified by the Roman numerical characters (i) to (viii) where each week sequence contains the Weeks in the Columns below the week Sequence for the year 1997.



OCCUPATION ROTATION ROSTER

A	B	C	D	E	F	G	H	WEEK SEQUENCE
(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)	(viii)	COLUMN NUMBER
HF11	P2	HF4	HF2	HF9	HF6	F4	H12	WEEK NUMBERS
P1	HF12	HF5	HF3	HF10	HF7	F5	HF1	
F7	F9	H3	HF13	F13	HF8	F6	F2	
F8	F10	H4	F1	F14	F15	P10	F3	
F21	F23	H5	F11	F26	F16	P11	F17	
F22	F24	F19	F12	F27	P8		F18	
	F25	F20		H7	P9		H6	

For each Year following the Year 1997, each week sequence shall contain the Weeks in the column numbered one greater than the previous Year, except that the week sequence contained in the Weeks in column (viii) in the previous Year shall then contain the Weeks listed in column (i), (ie. in the Year 1998 week sequence A shall contain the Weeks listed in column (ii) and week sequence H shall contain the Weeks listed in column (i) and in the Year 1999, week sequence A shall contain the Weeks listed in column (iii) and week sequence H shall contain the weeks listed in column (ii)).

- 1.5 In compiling the table set out above, the Company has endeavoured to ensure that each week sequence shall contain at least one peak week or two red weeks as determined and defined by Resort Condominiums International ("RCI"). If in any particular Year any week sequence contains more than one peak week or two red weeks and any other week sequence contains no peak week and does not contain at least two red weeks, the Directors shall be entitled to vary the table at their discretion for that particular Year so as to achieve a more equitable distribution of Weeks in their opinion.

2. OCCUPATION OF TIME-SHARING CHALETS

A full description of the occupation of time-sharing chalets is contained in the Use Agreement (**Annexure 4**).





3. OCCUPATION OF SOLE OWNERSHIP CHALETS

A full description of the occupation of sole ownership chalets is contained in the Use Agreement (**Annexure 4**).



WEEK NO	WEEK STARTING	WILDERNESS DUNES		
1	4-Jan-2013	H	12	Green
2	11-Jan-13	HF	1	Red
3	18-Jan-13	HF	2	Red
4	25-Jan-13	HF	3	Red
5	01-Feb-13	HF	4	Red
6	08-Feb-13	HF	5	Red
7	15-Feb-13	HF	6	Red
8	22-Feb-13	HF	7	Red
9	01-Mar-13	HF	8	Red
10	08-Mar-13	HF	9	Red
11	15-Mar-13	HF	10	Red
12	22-Mar-13	P	1	Green
13	29-Mar-13	P	2	Red
14	05-Apr-13	HF	11	Red
15	12-Apr-13	HF	12	Red
16	19-Apr-13	HF	13	Red
17	26-Apr-13	F	1	White
18	03-May-13	F	2	White
19	10-May-13	F	3	White
20	17-May-13	F	4	White
21	24-May-13	F	5	White
22	31-May-13	F	6	White
23	07-Jun-13	F	7	Red
24	14-Jun-13	F	8	Red
25	21-Jun-13	H	3	Green
26	28-Jun-13	H	4	Green
27	05-Jul-13	H	5	Green
28	12-Jul-13	F	9	Red
29	19-Jul-13	F	10	Red
30	26-Jul-13	F	11	Red
31	02-Aug-13	F	12	Red
32	09-Aug-13	F	13	Red
33	16-Aug-13	F	14	Blue
34	23-Aug-13	F	15	Blue
35	30-Aug-13	F	16	Blue
36	06-Sep-13	F	17	Blue
37	13-Sep-13	F	18	Red
38	20-Sep-13	H	6	Green
39	27-Sep-13	F	19	Red
40	04-Oct-13	F	20	Red
41	11-Oct-13	F	21	Red
42	18-Oct-13	F	22	White
43	25-Oct-13	F	23	White
44	01-Nov-13	F	24	White
45	08-Nov-13	F	25	White
46	15-Nov-13	F	26	White
47	22-Nov-13	F	27	White
48	29-Nov-13	H	7	Red
49	06-Dec-13	P	8	Green
50	13-Dec-13	P	9	Green
51	20-Dec-13	P	10	Green
52	27-Dec-13	P	11	Green

RCI KEY

	HIGH PEAK SEASON
	PEAK SEASON
	RED SEASON
	WHITE SEASON
	BLUE SEASON

ANNEXURE 4

WILDERNESS DUNES SHARE BLOCK LIMITED

USE AGREEMENT



NOTE:

1. Any references in the attached to the 'Companies Act' are to be read as references to the Companies Act No.71 of 2008, as amended.
2. Any references in the attached to the 'Articles of Association' are to be read as references to the Company's Memorandum of Incorporation.
3. Any reference to a manager or management company or is to be read as reference to the Managing Agent appointed from time to time by the Directors.



ANNEXURE "B"
USE AGREEMENT

between

WILDERNESS DUNES SHARE BLOCK LIMITED
("the Company")

and

MAGICBREAKAWAYS LEISURE DEVELOPMENTS
[PROPRIETARY] LIMITED
("the Holder")

1 DEFINITIONS AND INTERPRETATION

Unless the context otherwise indicates in this Use Agreement:

- 1.1 For all purposes of this Use Agreement, any act or omission on the part of any occupant of the Accommodation including a lessee, sub-lessee or occupant or user of the Accommodation or invitee of the Holder, shall be deemed to be the act or omission of the Holder.
- 1.2 The words and expressions in this Use Agreement shall bear the meanings assigned to them in the Share Blocks Act, the Time-Sharing Act and the Articles of Association of the Company.
- 1.3 The headings of the respective clauses in this Use Agreement are for reference purposes only, and shall not be taken into account in the interpretation of this Use Agreement.
- 1.4 The singular shall include the plural and vice versa. The male gender shall include the female and neuter genders and vice versa.
- 1.5 Any notices for all purposes of this Agreement shall be:
 - 1.5.1 in writing;
 - 1.5.2 sent by registered post or delivered;
 - 1.5.3 addressed to the respective party at his domicilium citandi et executandi referred to in 13; and
 - 1.5.4 deemed to be received by the party to whom it is addressed at the time of delivery thereof, or on the 7th (seventh) day following the posting thereof in the Republic, as the case may be.
- 1.6 A certificate by the Company or the managing agent or their agent whose designation need not be proved, shall be prima facie proof that a Purchaser is in arrear with the payment of the Service Fee or otherwise in breach of his obligations in terms of this Agreement.

2 UTILISATION OF TIME-SHARING INTERESTS

- 2.1 In the case of a Time-Sharing Interest in respect of a time module in Peak or High Time the Holder shall either:
 - (a) exercise his right to use his Time-Sharing Interest himself without giving the Company notice thereof; or



(b) lease his Time-Sharing Interest to a third party himself which lease shall be subject to the Management Regulations.

2.2 In the case of a Time-Sharing Interest in respect of a sea-facing Time-Share Chalet and in respect of a time module in High Flexi Time or Flexi time, the Holder shall either:

(a) utilise his Time-Sharing Interest by giving the Company notice of not less than 90 (ninety) days, or such period as the Directors may from time to time decide, prior to the commencement of a time module in such season of his intention to do so. Subject to availability of a sea-facing Time-Share Chalet, and the Holder not being in arrear with any amount due to the Company or the Developer including the Service fee, the Company shall allocate the said Time Module to him; or

(b) lease the right to utilise his Time-Sharing Interest to a third party himself, the provisions of 2.2(a) shall apply mutatis mutandis to such lease;

PROVIDED THAT:

In the event of a time module in High Flexi Time or Flexi Time remaining unallocated as aforesaid, the Time-Sharing Interest shall be dealt with by the Company or the Managing Agent in terms of 26 hereunder.

2.3 In the case of a Time-Sharing Interest in respect of an inland facing Time-Share Chalet and in respect of a time module in High Flexi Time or Flexi Time, the Holder shall either:

(a) utilise his Time-Sharing Interest by giving the Company notice of not less than 90 (ninety) days, or such period as the Directors may from time to time decide, prior to the availability of an inland facing Time-Share Chalet, and the Holder not being in arrear with any amount due to the Company or the Developer including the Service Fee, the Company shall allocate the said Time Module to him; or

(b) lease the right to utilise his Time-Sharing Interest to a third party himself, the provisions of 2.3(a) shall apply mutatis mutandis to such lease;

PROVIDED THAT:

In the event of a time module in High Flexi Time or Flexi Time remaining unallocated as aforesaid, the Time-Sharing Interest shall be dealt with by the Company or the Managing Agent in terms of 26 hereunder.

3 UTILISATION OF SOLE OWNERSHIP INTERESTS

In the case of a Syndicated Ownership interest in respect of a Week the Holder shall either:

2.1 exercise his right to utilise his Syndicated Ownership Interest himself without giving the Company notice thereof; or

3.2 lease his Syndicated Ownership Interest to a third party which lease shall be subject to the Management Regulations.

3 UTILISATION OF SOLE OWNERSHIP INTERESTS

In the case of a Sole-Ownership Interest, the Holder shall either:

3.1 exercise his right to utilise his Sole-Ownership Interest himself without giving the Company notice thereof; or

3.2 himself, lease his Sole-Ownership Interest to a third party which lease shall be subject to the Management Regulations.



4 **USE OF TIME-SHARING, SYNDICATED OWNERSHIP INTEREST, SOLE-OWNERSHIP AND OTHER INTERESTS**

- 4.1 The Time-Sharing Interests shall be used for Time-Sharing Residential Purposes only and for no other purpose whatsoever without the prior written consent of the Directors.
- 4.2 The Syndicated Ownership Interests shall be used for Syndicated Ownership Residential Purposes only and for no other purpose whatsoever without the prior written consent of the Directors
- 4.3 The Sole-Ownership Interests shall be used for Temporary Residential Purposes only and for no other purpose whatsoever without the prior written consent of the Directors.

5 **THE MOVABLES/REFURBISHMENT ETC**

- 5.1 It is recorded that the Time-Share Chalets and Syndicated Ownership Chalets are or will be furnished with the Movable and that the ownership thereof vests in the Company.
- 5.2 The Holders of Time-Sharing Interests and Syndicated Ownership Interests shall be entitled to use the Movable in conjunction with their Interest and may accordingly not remove the Movable from the Time-Share Chalet or Syndicated Ownership Chalet, as the case may be.
- 5.3 The Company is entitled from time to time to replace the Movable in the Time-Share Chalets and Syndicated Ownership Chalets when necessary, provided that such replacement shall not result in a material change in the general nature or standard of the Movable.
- 5.4 If at any time any Time-sharing Chalet or Syndicated Ownership Chalet is required to be refurbished or renovated the following provisions shall apply:
 - 5.4.1 The Company or the managing agent shall be entitled to have access to the relevant Chalet, provided that the Company will use its best endeavours to ensure that such renovation is carried out with the least possible disturbance to the Holder. The Holder shall have no claim whatsoever against the Company in this regard;
 - 5.4.2 The Holder shall have no claim against the Company in the event that the Holder cannot utilise his Interest but the Company will endeavour to provide the Holder at no cost with substantially equivalent "temporary accommodation" in other Chalets and such cost, if any, to the Company shall be deemed to be part of the Levy Fund; and
 - 5.4.3 If any dispute arises as to whether the Holder is unable to utilise his Interest, the dispute shall be determined by the Company or managing agent who shall act as an expert and not an arbitrator and whose decision shall be final and binding on all persons irrespective as to whether they were parties to the dispute.

6 **EXTENSIONS OF THE SCHEME (IMPROVEMENTS)**

A Holder acknowledges being aware and it is recorded that the Share Block Developer has reserved the right to extend the Scheme by erecting Improvements on the Land as provided for in the Articles of Association of the Company.

7 **MANAGEMENT**

- 7.1 The management, control and administration of the Land and the Scheme, including the Time-Share Chalets, Syndicated Ownership Chalets, Sole-Ownership Chalets, Improvements and Movable and the utilisation of the Time-Sharing, Syndicated Ownership and Sole- Ownership Interests, shall be under



the control of the Managing Agent who is appointed and employed in terms of a management agreement.

- 7.2 The Holder undertakes to observe and comply with the lawful directions of the Managing Agent at all times, and a failure to observe such directions, shall constitute a breach of this Agreement.
- 7.3 The Holder agrees that the Managing Agent shall be entitled at all times to lay down the terms and conditions of use and maintenance both in respect of the Time-Share Chalets, Syndicated Ownership Chalets, Sole-Ownership Chalets, Improvements and of the Land generally including those relating to the care and upkeep of the Time-Share Chalets, Syndicated Ownership Chalets, Sole-Ownership Chalets, the Movables, the use of radios, television sets and aerials, electrical appliances, fire places, recreational facilities, the use of the Land, the allocation and use of parking facilities, the parking and use of motor vehicles and any such matters as the Directors and/or managing agent deems fit for the general control, administration, use and enjoyment of the Land and Time-Share, Syndicated Ownership and Sole-Ownership Chalets and Improvements for the general convenience, comfort and wellbeing of the users of the Land and from time to time vary, alter or amend same. In the event of there being any conflict between such Management Regulations and this Agreement, the provisions of such Management Regulations shall prevail.

8 HOLDERS' OBLIGATIONS

- 8.1 The Holder shall not make any alterations or additions or improvements of whatsoever nature to the Chalets or Improvements.
- 8.2 The Holder shall be obliged to keep the relevant Chalet in a clean, tidy and hygienic condition.
- 8.3 The Holder shall utilise his Time-Sharing, Syndicated Ownership or Sole Ownership Interest, and all facilities on the Land in such manner as will not cause damage, subject always to the Management Regulations in regard thereto.
- 8.4 If the Holder damages any part of the relevant Chalet, movables, Improvements and Land whether accidentally, negligently or wilfully, the Holder shall be liable for the cost of repairing or replacing the same. The costs of such repairs or replacements is part of that Holder's Service Fee.
- 8.5 If the Managing Agent is dissatisfied with the condition of the relevant Chalet or the Movables, after use thereof, it may call upon that Holder forthwith to remedy such defective condition. Should the Holder fail to remedy the defect, the Company shall be entitled forthwith and without prejudice to any other right which it may have, to put the same in good order at the expense of the Holder and to recover such expense from the Holder. Any expenditure incurred is to be regarded as if it were part of that Holder's Service Fee.
- 8.6 Any property or persons brought on to the Land by the Holder shall be at the sole risk of the Holder who shall have no claim whatsoever against the Company for any loss suffered by the Holder in such a case, howsoever arising.
- 8.7 The Company shall not be responsible for, and the Holder indemnifies the Company against any loss, damage or injury which the Holder or any person utilising the Time-Sharing, Syndicated Ownership or Sole-Ownership Interest which the Holder or such person may sustain in the relevant Chalet or Land by reason of any act whatsoever or neglect on the part of the Company or the Company's servants, nor shall the Company be responsible for, and the Holder indemnifies the Company against any loss, damage or injury whatsoever which the Holder or any such other person may sustain by reason of the Time-Share Chalet or Syndicated Ownership Chalet or Sole-Ownership Chalet or Land at any time falling into a defective state or by reason of repairs, renovations and/or maintenance work not been



effected timeously or at all. The Holder shall not be entitled for any of the reasons aforesaid, or for any other reason whatsoever, to withhold any moneys due to the Company.

9 **MAINTENANCE**

Unless otherwise provided in the Articles of Association of the Company:

- 9.1 The Company shall maintain and repair the Time-Share Chalets, Syndicated Ownership Chalets and the Land and Movables in a good order and condition and from time to time, and as and when necessary, to renovate or replace the same.
- 9.2 The Company will endeavour to procure that all reasonable steps are taken to remedy any defect within a reasonable time.
- 9.3 The Company or their duly authorised agent including the Managing Agent shall be permitted to enter the relevant Chalets at all reasonable times in order to inspect the same or effect repairs thereto. If the Holder is not personally present to open the relevant Chalet and for any reason it is necessary, the Company shall be entitled to enter such Chalet without being liable to any claim for any loss suffered by the Holder as a result thereof.
- 9.4 In accordance with the Articles of Association of the Company, the Holders of Sole Ownership Interests are obliged to maintain the exterior and interior of the relevant Sole Ownership Chalets at their costs and in terms of such standards determined from time to time by the directors of the Company.

10 **DAMAGE**

- 10.1 In the event of the majority number of the Improvements being:
- 10.1.1 in the opinion of the Directors destroyed to the extent that the Time-Share, Syndicated Ownership or Sole-Ownership Chalet or Improvements cannot be beneficially utilised, the Directors shall, subject to 11.4, in their discretion be entitled to elect whether or not to continue with this Agreement, provided that it shall notify the Holders not later than 3 (three) months after the date of the relevant damage to the Time-Share, Syndicated Ownership or Sole-Ownership Chalet or Improvements of its decision; or
- 10.1.2 partially damaged or destroyed but so that the majority of the Chalets or Improvements can be beneficially utilised, then this Agreement shall not terminate, and the Company shall as soon as is reasonably practical, proceed to rebuild, repair or reinstate the destroyed or damaged portions of the relevant Chalets or Improvements;
- Provided that:
- 10.1.2.1 the Company shall be obliged to expend only such amount as it recovers from its insurers; and
- 10.1.2.2 the Company shall have the right to vary the form of construction of the relevant Chalet provided the Holder has substantially the same Chalet or Improvements in the same position, which the Holder hereby accepts.
- 10.2 The Holder shall have no claim against the Company for damages or compensation under any of the circumstances set out in 10.1 or upon the exercise by the Company of any of its rights in terms of 10.1:



- 10.2.1 arising by reason of his loss of his Interest whether such loss be permanent or temporary;
- 10.2.2 arising by reason of the fact that the relevant Chalet or Improvements were not insured or adequately insured even if such failure to insure or adequately insure arose from the negligence of the Company or any of its agents or employees, but always subject to Section 19 of the Share Blocks Act; and
- 10.2.3 arising out of the winding up of the Company consequent upon the destruction of the relevant Chalet, save for claims (if any) especially provided for in the Company's Articles of Association.
- 10.3 No provision in 11.1, must be so interpreted to relieve the Holder of any liability to the Company if such damage or destruction referred to in this clause arises as a result of any negligence on the part of the Holder or arises from a breach of this Agreement by the Holder.
- 10.4 In the event of 11.1.1 applies the Company may only by special resolution be entitled to wind up the Company.

11 CESSION OF RIGHTS

The Holder shall only be entitled to cede his rights or assign his rights and obligations herein as provided for in the Articles of Association of the Company.

12 DOMICILIA

It is recorded that the Company and the Holder's domicilia citandi et executandi for all purposes of this Agreement shall be at the Holder's address as furnished to the Company in terms of the Articles of Association of the Company. In regard to the Company, the Company's registered address in terms of the Articles of Association of the Company, shall serve the same purpose.

13 CONSENT

In so far as may be required by Law, including in terms of the Time-Sharing Act, a Holder hereby consents that the Land or part thereof may be utilised for the purposes of a Property Time-Sharing Scheme.

14 SERVICE FEE

The service fee payable by a Holder to the Company shall be such amount as determined in accordance with the provisions of the Articles of Association of the Company.

15 TERMINATION

In the event that the Holder breaches any provision of this Agreement, and the Holder agrees that every breach shall be deemed to go to the root of this Agreement and in regard to every obligation of the Holder, time is of the essence, then without prejudice to any other remedies which the Company may have, the Company shall be entitled to:

- 15.1 Impose a fine on the Holder in such amount as the Directors may deem reasonable, but subject to the Articles of Association of the Company; and/or
- 15.2 Suspend the Holder's right to utilise his Time-Sharing, Syndicated Ownership or Sole-Ownership Interest; or



15.3 Cancel this Agreement by giving the Holder notice thereof, in which event the Company shall be obliged to exercise its lien over the Shares comprising the share block, so that the Shares, the Holder's pro-rata share of the Company's loan obligation and the Time-Sharing or Syndicated Ownership or Sole Ownership Interest (which are not divisible) are disposed of pursuant to the lien in terms of the Articles of Association of the Company; provided that:

15.3.1 in the event that the Company suspends the Holder's right to utilise his Time-Sharing, Syndicated Ownership or Sole Ownership Interest, the Company may lease the Holder's Interest upon such terms and conditions as it deems fit and apply such income in payment of any indebtedness of the Holder to the Company;

15.3.2 a certificate by the Company or its authorised agent shall be prima facie proof that the Holder is in breach of his obligations in terms of this Agreement and of any amount due by the Holder to the Company; and

15.3.3 the Company shall not be entitled to exercise its rights in terms of 16.3 unless and until it shall have given the Holder 14 (fourteen) days notice to remedy the breach, provided that in the case of the positive malperformance, the Company shall have the right in its discretion to waive such a breach by the Holder.

15.4 The fine referred to in 16.1 shall be deemed to be part of that Holder's Service Fee.

16 **DISPUTES**

Save as is otherwise herein provided, any dispute, arising out of or in connection with this Agreement, including the cancellation thereof, except where an interdict is sought or urgent relief may be obtained from a Court of competent jurisdiction, must be determined *mutatis mutandis* in terms of Article 26 of the Company's MOI.

17 **LIEN**

It is recorded that the Company has a lien over the Holders Shares in terms of the Articles of Association of the Company.

18 **AMENDMENT, ADDITION OR REPEAL**

It is recorded that the Company may by special resolution amend, repeal or add to the provisions of this Use Agreement.

19 **CHOICE OF LAW**

This Agreement shall in all respects, and in regard to all the matters arising therefrom, be governed by the law of the Republic of South Africa.

20 **GENERAL**

20.1 **Warranties**

The parties confirm that this Agreement constitutes the entire contract between the parties and that there were no prior representations, including advertisements, notices, announcements, guarantees, warranties given either verbally or in writing by the Company or anyone acting on the Company's behalf which induced this Agreement, save in so far as are contained herein.

20.2 **Indulgence**



No indulgence which the Company, or anyone acting on the Company's behalf, may show the Holder, and more particularly any act of the Company or anyone acting on the Company's behalf, in accepting any payment or guarantee after due date, or in accepting a lesser sum than the amount due, shall in any way prejudice the Company's rights or be construed as a waiver or novation of the Company's rights.

20.3 **Alterations**

No agreement or conduct at variance with or in addition to any of the provisions of this Agreement or any novation, including a novation or any variance which has a suspensive effect on the provisions of this Agreement, or any agreement relating to the postponement of any date, cancellation or renewal of this Agreement shall be binding on the parties hereto unless it is reduced to writing and signed by both the parties, unless any such agreements are provided for elsewhere in this Agreement and are effected in terms of such provisions. Utilisation of the any Interest or any payment shall not be construed as utilisation or payment in terms of any contract other than this Agreement.

20.4 **Jurisdiction**

The parties hereby consent to the jurisdiction of any Magistrate's Court having jurisdiction in terms of Section 28 of Act No. 32 of 1944, as amended, for all and any disputes directly or indirectly arising out of this Agreement. It shall, however, be in the Company's discretion to proceed in the Supreme Court.

20.5 **Cession of rights and suretyship**

20.5.1 Subject to this Agreement, the Holder shall not be entitled to either voluntarily or involuntarily pledge, cede, make over or assign his rights and/or obligations in terms of this Agreement without the prior written consent of the Directors of the Company.

20.5.2 It is agreed that where such consent is given to a transfer of rights and/or obligations, the Holder, by his signature to this Agreement shall be bound automatically as surety and co-principal debtor for the transferee's obligations in terms of this Agreement, with effect from the date such consent is given.

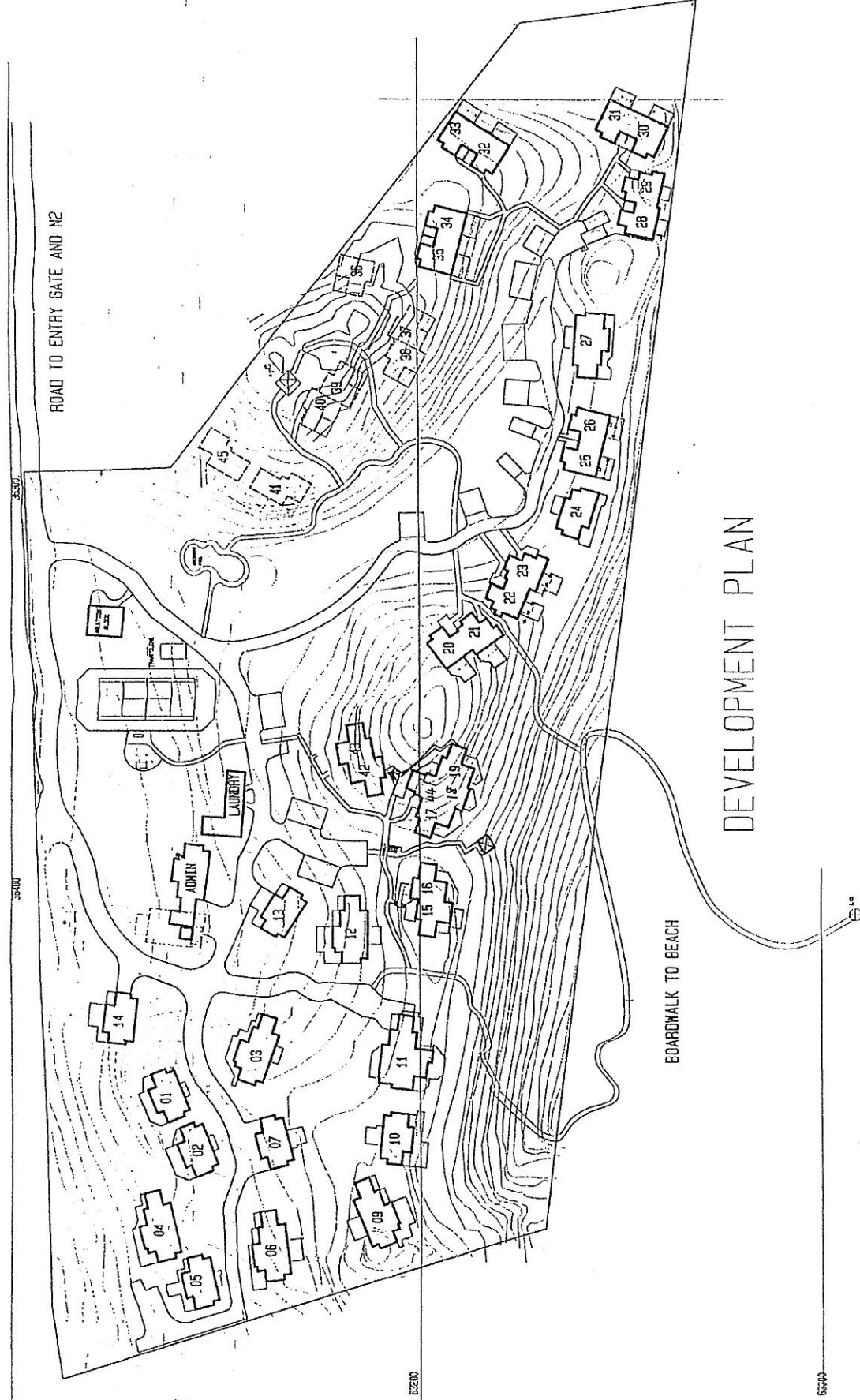
20.6 **Arrears**

All arrear amounts in terms of this Agreement, shall bear interest at the maximum rate per Year prescribed from time to time by the Usury Act, Act No 73 of 1968, as if the amount in arrear was a principal debt in a money lending transaction in the respective category as defined in the said Act, which interest shall be calculated monthly in advance from the date that such amount became due.

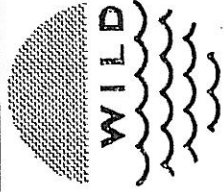
20.7 **Separate and Severable**

The parties agree that if any provision of this Agreement is in conflict with any of the provisions of the Share Blocks Act or the Time Sharing Act or unenforceable for any other reason whatsoever, such provision shall be regarded as pro non scripto and of no force and effect, consequently such provision shall be deemed to be separate and severable from this Agreement without in any way affecting the validity of the remaining provisions of this Agreement.

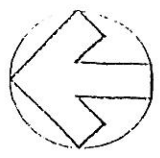
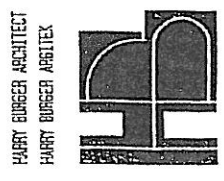
REVISED 25/2/17



**STOCKS LEISURE
DEVELOPMENT
(Pty) Ltd**



SITE PLAN



16 JAN 18



1. DEFINITIONS

In this annexure, unless the context otherwise indicates:

- 1.1 The words and expressions defined the MOI of the Company, shall herein bear the meanings assigned to them therein.

2. AGREEMENT

Subject to the MOI, control over the property and the use to which it is put, shall vest in the Directors of the Company.

3. GENERAL

- 3.1 The Company shall take all necessary steps to adequately maintain the common roads on the Property serving the Buildings, Business Facilities and other Improvements.
- 3.2 The Company shall take all necessary steps to prevent veld fire and soil erosion on the Property.
- 3.3 The member using any part of the Property shall do so at his own risk.
- 3.4 The Members shall not:
 - 3.4.1 hunt, shoot or fish except in demarcated areas on the Property or permit that the same be done;
 - 3.4.2 make any excavations on or remove any soil from the Property, unless authorised thereto by the Directors;
 - 3.4.3 cause any refuse or any accumulation thereof on the Property;
 - 3.4.4 damage, remove or plant any flora on the property, unless authorised thereto by the Directors;
 - 3.4.5 keep any animals in captivity on the Property;
 - 3.4.6 create any disturbing noises on the Property;



-
- 3.4.7 make new roads on the Land, unless authorised thereto by the Directors;
 - 3.4.8 provide housing for any servant on the property, unless authorised thereto by the Directors’;
 - 3.4.9 make fires on the property in areas not demarcated therefore;
 - 3.4.10 house or park caravans on the property;
 - 3.4.11 drive or traverse on any parts of the property other than on clearly defined roads;
 - 3.4.12 take steps or in fact set up camp on a temporary or permanent basis on the property, unless authorised thereto by the Directors;
 - 3.4.13 collect or take anything from the property including without limitation wood, stones, flora, fauna or damaging of fauna or flora;
 - 3.4.14 exceed a speed of 30km per hour when travelling in any vehicle on the property;
 - 3.4.15 introduce any flora onto the property or cultivate any flora on the property unless authorised thereto by the Directors;
 - 3.4.16 introduce any motorised generators or power plants or any noise making object or apparatus on the property without the written consent of the directors;
 - 3.4.17 not use or cause to be used any skateboards, bicycles or motor cycles on the property, unless authorised thereto by the Directors;
 - 3.4.18 bring onto or allow to be brought onto the property any pets without the prior written consent of the Directors; and
 - 3.4.19 bring onto or allow to be brought onto the property any firearms without the prior written consent of the Directors.