

Republic of South Africa  
Companies Act, 1973

**ARTICLES OF ASSOCIATION OF A COMPANY**

Not having a Share Capital  
(Section 60 (1); Regulation 18)

Name of Company: MARINA VILLAGE HOMEOWNERS ASSOCIATION  
(Association Incorporated under Section 21)

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

**PRELIMINARY**

- 1. The Articles of Table 'A' contained in Schedule 1 to the Companies Act, 1973, shall not apply to the Company.
- 2. In these presents:-
  - 2.1 The following words shall, unless the context otherwise requires, have the meanings hereinafter assigned to them:
    - 2.1.1 "Act" means the Companies Act, 1973;
    - 2.1.2 "Auditors" means the Auditors of the Company;
    - 2.1.3 "Board" means the Board of Directors of the Company;
    - 2.1.4 "Chairman" means the Chairman of the Board;
    - 2.1.5 "Development" means the Group Housing Development established upon the immovable properties comprising the subdivision of Erf 3237 Sea Vista, namely Erven-3296 – 3327; 3329 – 3375; 3377 – 3394 and 3396 and 3397 within the Kouga Municipality;
    - 2.1.6 "Immovable Properties" means the immovable properties comprising the subdivision of Erf 3237 Sea Vista, namely

Erven namely Erven 3296 – 3327; 3329 – 3375; 3377 – 3394 and 3396 ad 3397 within the Kouga Municipality;

- 2.1.7 “in writing” means written, printed or lithographed or partly one and partly another, and other modes of representing or producing words in a visible form;
- 2.1.8 “Local Authority” means the Kouga Municipality or any other local authority having jurisdiction over the Development;
- 2.1.9 “member” means a member of the Company;
- 2.1.10 “month” means a calendar month;
- 2.1.11 “original subscribers” means those members who have subscribed to the Memorandum of Association of the Company prior to its registration, whose signatures appear on the Memorandum of Association of the Company;
- 2.1.12 “Developer” means SEA GLADES HOLDINGS (PROPRIETARY) LIMITED, Registration Number 1976/007314/07;
- 2.1.13 “Services” means the services to be provided by the company comprising the maintenance and/or control over the following:-
- 2.1.13.1 roads and walls within the Development;
  - 2.1.13.2 Communal Private Open Space comprising Erven 3379 and 3328 Sea Vista;
  - 2.1.13.3 Architectural Controls over buildings to be erected upon individual erven and environmental controls in respect of construction upon individual erven forming portion of the Development, as envisaged by Article 13;
- 2.1.14 “Vice Chairman” means the Vice Chairman of the Board.
- 2.2 Unless the context indicates otherwise, any words importing the singular number only shall include the plural number, and vice versa

and words importing any one gender only shall include the other two genders;

- 2.3 Subject as aforesaid, any words or expressions defined in the Act or any statutory modification thereof in force at the date on which these presents become binding in the Company shall, if not inconsistent with the subject or context, bear the same meaning in these presents.

**3. MEMBERSHIP, CESSATION OF MEMBERSHIP AND ALIENATION**

- 3.1 The Members of the Company shall be limited to the Developer in his capacity as such and to any other person who is in terms of the Deeds Registries Act reflected in the records of the Deeds Office concerned as the registered owner of any immovable property in the Development.
- 3.2 Where any immovable property within the Development is owned by more than one person, all the registered owners of that erf shall together be deemed to be one member of the Company and have the rights and obligations of one member of the Company, subject however to the condition that if an immovable property is registered in the name of more than one person, then all such co-owners shall jointly have one vote.
- 3.3 When a member ceases to be registered owner of an immovable property within the Development, he shall ipso facto cease to be a member of the Company.
- 3.4 The Developer shall be entitled to cede all of its rights in terms of these Articles and the Transferee shall be entitled to exercise all such rights.
- 3.5 The Developer may at any time abandon in whole or in part any rights conferred upon it in terms of these Articles.
- 3.6 The Developer shall when it is no longer the owner of an immovable property within the Development, cease to be a Member of the Company.

3.7 A member shall not in any way alienate an immovable property within the Development unless it is a condition of the Agreement of Alienation that:-

3.7.1 The proposed Transferee has bound himself to become and remain a Member of the Company for the duration of his ownership of the immovable property concerned, and a clearance certificate has been issued by the Company to the effect that the proposed Transferor's obligations in terms of the Articles of Association of the Company have been complied with;

3.7.2 the registration of transfer of that immovable property as the name of the Transferee shall ipso facto constitute the Transferee as a Member of the Company.

3.8 The provision of Clause 3.7 shall apply *mutatis mutandis* to any Alienation of an undivided shared in an immovable property within the Development.

3.9 These Articles shall also bind any person occupying an immovable Property within the Development and no Member shall let or otherwise part with the occupation of his immovable property whether temporarily or otherwise unless the proposed occupier has agreed to be bound by these Articles.

3.10 The registered owner of any immovable property within the Development shall not resign as a Member of the Company.

3.11 The rights and obligations of a Member shall not be transferable and every Member shall:-

3.11.1 further to the best of its ability the object and interests of the Company;

3.11.2 observe all bye-laws and regulations made by the Company or the Directors from time to time.

#### **4. LEVIES**

4.1 The Directors of the Company shall from time to time make levies in equal proportions upon the registered owners of the Immovable Properties for the purpose of meeting all expenses which the

Company has incurred, or to which the Directors reasonably anticipate the Company will be put by way of

- 4.1.1 the maintenance, repair, improvement, provision or replacement of Services;
  - 4.1.2 the payment of all insurance premiums and other charges payable by the Company including the remuneration of employees appointed by the Directors to undertake the control, management and administration of the affairs of the Company;
  - 4.1.3 all other expenses necessarily or reasonably incurred in connection with the management of the Company and the Company's affairs.
- 4.2 The Directors shall estimate the amount which shall be required by the Company to meet the expenses during each year, together with such estimated deficiency, if any, as shall result from the preceding year, and shall make a levy upon the registered owners of the Immovable Properties, equal as nearly as is reasonably practicable to such estimated amount. The Directors may include in such levies an amount to be held in reserve to meet anticipated future expenditure not of an annual nature. Every such levy shall be made payable by equal monthly installments due in advance on the first day of each and succeeding month of such year or at such other intervals as the Directors may decide from time to time. Any levy not paid on due date shall carry interest at such rate as the Directors may decide.
- 4.3 The Directors, may, from time to time, make special levies upon the members in respect of all such expenses as are mentioned in Article 4.1 (which are not included in any estimate made in terms of Article 4.2), and such levies may be made payable in one sum or by such installments and carrying such interest and at such time or times as the Directors shall think fit, provided that the original subscribers shall not be liable to pay such special levies.
- 4.4 Any amount due by a member by way of a levy and interest shall be a debt due by such member to the Company. The obligation of a member to pay a levy and interest shall cease upon his ceasing to be a member without prejudice to the Company's right to recover arrear levies and interest. No levies or interest paid by a member shall under any circumstances be repayable by the Company upon his ceasing to be a member.

**5. RULES**

The Directors of the Company may from time to time make rules in regard to:

- 5.1 The use of Services by the Members of the Company;
- 5.2 for the furtherance and promotion of any of the objects of the Company and for the better management of the affairs of the Company and/or for the advancement of the interests of the Members of the Company.

**6. DIRECTORS**

- 6.1 The Board of Directors shall consist of a minimum of 3 (three) persons. The first Directors are the original subscribers.
- 6.2 The original subscribers shall cease to be Directors of the Company forthwith after the first General Meeting of the Members of the Company at which shall be appointed as Directors, persons who either are or have connections with Members of the Company.
- 6.3 The Directors of the Company shall be such Members of the Company as shall have been nominated as Directors by the Board and shall have been duly appointed as such in compliance with the provisions of the Companies Act, 1973, on any substituting Legislation.
- 6.4 The business of the company shall be managed by the Directors who shall pay expenses incurred in promoting and incorporating the Company, and may exercise all such powers of the Company as are not by the Act, or by these Articles, required to be exercised by the Company in general meeting, subject to these Articles, to the provisions of the Act, and to such regulations, not inconsistent with the aforesaid Articles or provisions prescribed by the company in general meeting, but no regulation prescribed by the Company in general meeting shall invalidate any prior act of the Directors which would have been valid if such regulation had not been made;
- 6.5 The Directors shall cause proper minutes to be made of the proceedings of all meetings by the Company and of the Directors and of Committees appointed by the Board of Directors;
- 6.6 The office of a Director shall be vacated if the Director:-
  - 6.6.1 holds any office of profit under the Company; or

- 6.6.2 becomes insolvent; or
  - 6.6.3 becomes mentally handicapped or retarded; or
  - 6.6.4 by notice in writing to the Company resigns his office; or
  - 6.6.5 is directly or indirectly interested in any contract or business with the Company; or
  - 6.6.6 is absent from three (3) consecutive meetings of the Board without special leave from the Board of Directors; or
  - 6.6.7 is removed from office as provided in Section 220 of the Act.
- 6.7 No Director shall have an interest in any contract with the Company;
- 6.8 The Company may from time to time in General Meeting increase or reduce the number of Directors (see clause 6.1). Nominations of persons for election as Directors of the Board duly signed by the proposer, seconder and nominee, shall be sent to the Secretary not less than twenty-eight (28) days before the date of the Annual General Meeting;
- 6.9 Immediately following the Annual General Meeting the Board of Directors shall elect from amongst its members the following officers:-
- Chairman
  - Vice Chairman;
- The Board may elect any other Honorary Officer as it may deem fit;
- 6.10 Such officers elected shall hold office until their successors have been elected. Nominations for the offices of Chairman and Vice-Chairman shall be in writing, signed by the proposer, seconder and nominee and must be submitted to the Secretary not less than fourteen (14) days prior to the date of the first meeting of the Board. Such nominations shall be notified to the Directors not less than seven (7) days prior to the meeting;

- 6.11 Notwithstanding the provision of Articles 6.6.5 and 6.7 it shall be competent for a Director of the Company to receive remuneration in respect of professional services rendered for and on behalf of the Company at the Company's specific instance and request in amounts not exceeding remuneration customarily paid in respect of any such professional services.

## **7. PROCEEDINGS OF DIRECTORS**

- 7.1 The Directors shall meet together for the dispatch of business, adjourn or otherwise regulate their meetings as they may think fit. Questions arising at any meeting shall be decided by a majority of votes. In the event of an equality of votes, the Chairman shall have a second or casting vote;
- 7.2 A Director may, with the approval of the Chairman of the Board, and the Secretary on the requisition of three (3) Directors, shall at any time convene a meeting of the Directors;
- 7.3 The quorum necessary for the transaction of the business of the Directors shall be four (4) Directors personally present;
- 7.4 A resolution in writing, signed by all the Directors, shall be a valid and effectual as if it had been passed at a meeting of the Directors duly convened and held;
- 7.5 The Directors may delegate any of their powers to Committees consisting of such member or members of the Company as they think fit. Any Committee so formed shall, in the exercise of the powers so delegated, conform to these Articles and any rules that may be imposed on it by the Board of Directors;
- 7.6 The powers and duties of a Committee shall terminate at the date of the first Annual General Meeting following their appointment but may be re-appointed by the incoming Board;
- 7.7 All acts done by any meeting of the Directors or a Committee or by any person acting as a Director shall notwithstanding that it be afterwards discovered that there were some defects in the appointment of any such Directors or persons acting as aforesaid or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director or member of a committee.



## **8. ALTERNATE DIRECTORS**

- 8.1 Each Director shall have the power to nominate any person whether a Member of the Company or not possessing the necessary qualifications of a Director, to act as alternate Director, provided that the appointment of an alternate Director shall be approved by the Board, 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.
- 8.2 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, and in the event of the disqualification or resignation of any alternate Director during the absence or inability to act of the Director whom he represents, the vacancy so arising shall be filled by the Chairman of the Directors who shall nominate a person to fill such vacancy, subject to the approval of the Board.

## **9. FINANCIAL PROVISIONS AND RECORDS**

- 9.1 The Directors shall cause proper books of account to be kept as required by the Companies Act, 1973 with respect to:-
- 9.1.1 All sums of money received and expended by the Company and the manner in respect of which the receipt and expenditure takes place;
  - 9.1.2 All sales and purchases of goods by the Company; and
  - 9.1.3 The assets and liabilities of the Company
- 9.2 Subject to the provisions of Section 284 of the Companies Act 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 the inspection of the Directors;
- 9.3 The Directors shall from time to time determine whether and to what extent and at times and places and under what conditions or regulations the accounting records of the Company shall be open to the

inspection of members, not being Directors, and no member (not being a Director) shall have any right of inspection of any account or document of the Company except as conferred by statute or authorized by the Directors or by the Company in General Meeting;

- 9.4 All monies, bills and notes belonging to the Company shall be paid to or deposited with the Company's bankers and/or deposit receiving institution, to an account to be opened in the name of the Company. The Company's banking or deposit receiving institution account shall be kept with such bank and/or deposit receiving institution as the Directors shall from time to time determine;
- 9.5 All withdrawals drawn on the account shall be signed by at least two of such persons as may be authorized thereto from time to time by the Board;
- 9.6 The accounts shall be audited annually by an Accountant / Auditor registered in terms of the Public Accountants Act No. 51 of 1951 and appointed for the ensuing year at each Annual General Meeting;
- 9.7 The financial year of the Company shall be from the first of July in one year to the thirtieth of June in the next succeeding year;
- 9.8 The Board may hold and invest or otherwise deal with any monies of the Company, not required for immediate use in such manner and subject to such conditions as the Board may determine;
- 9.9 All donations, bequests, collections, funds or other immovable or movable assets in the hands of the Company or which may in future be acquired by or accrue to the Company shall be held, controlled and dealt with by the Board in conformity with these Articles, but subject to the conditions (if any) on which property or money shall have been received;
- 9.10 The Board may purchase or otherwise acquire, let, hire, sell, transfer, mortgage or otherwise alienate, encumber or deal with property, movable and immovable, such property shall be registered in the name of the Company and all property, movable and immovable, shall always be held and dealt with subject to the approval of the Board of Directors;
- 9.11 Subject to the provisions of the Act, the members of the Board, Auditors, Secretary and other officers for the time being of the Company, for the time being acting in relation to any of the affairs of the Company, and everyone of them and every of their executors and administrators, shall be indemnified and secured harmless out of the

assets of the Company from and against all actions, costs, charges, losses, damages and expenses which they or any of them, or any their executors or administrators shall or may incur or sustain by or by reason of any act done, concurred in or admitted in or about the execution of their duty, or supposed duty, in their respective offices or trust, except such (if any) they shall incur or sustain by or through their own willful neglect or default respectively, and subject to aforesaid, none of them shall be answerable for the acts, receipts, neglects or defaults of the other or others of them, or for joining in any receipt for the sake of conformity or for any bankers or other persons with whom any monies or effects belonging to the Company shall or may be lodged or deposited for safe custody or for insufficiency or deficiency of any security upon which any monies of, or belonging to the Company shall be placed out or invested, or for any other loss, misfortune or damage which may happen in the execution of their respective offices or trust or in relation thereto, unless the same shall happen by or through their own willful neglect or default respectively;

- 9.12 In respect of any operations of the Company within the area over which the Board exercises control, whether such operations are carried out by the Board itself, or by a Committee (see clause 7.5) the final responsibility in all matters relating to finance shall rest with the Board;
- 9.13 All funds raised by Committees, within the areas allocated to them, shall be remitted to the Board or with the authority of the Board held by such Committee for and on behalf of the Board shall be dealt with in such manner as the Board shall direct (see clause 7.5)

## **10. GENERAL MEETINGS**

- 10.1 The Company shall hold its first annual general meeting within eighteen (18) months after the date of its incorporation and shall thereafter in each year hold an annual general meeting: Provided that not more than fifteen (15) months shall elapse between the date of one annual general meeting and that of the next and that an annual general meeting shall be held within six (6) months after the expiration of the financial year of the Company
- 10.2 Other general meetings of the Company may be held at any time
- 10.3 Annual general meetings and other general meetings shall be held at such time and place as the Directors shall appoint or at such time and place as is determined if the meetings are convened under section 179(4), 181, 182 or 183 of the Act.

- 10.4 An annual general meeting and a meeting called for the passing of a special resolution shall be called by not less than twenty-one (21) clear days notice in writing. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given, and shall specify the place, the day and the hour of the meeting and shall be given in the manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Company in general meeting, to such persons as are, under these articles entitled to receive such notices from the Company : Provided that a meeting of the Company shall, notwithstanding the fact that it is called by shorter notice than that specified in this article, be deemed to have been duly called if it is so agreed by a majority in number of the members having a right to attend and vote at the meeting, being a majority holding not less than ninety-five percent of the total voting rights of all the members.
- 10.5 The annual general meeting shall deal with and dispose of all matters prescribed by the Act, the consideration of the annual financial statements, the election of directors and the appointment of an auditor, and may deal with any other business laid before it. All business laid before any other general meeting shall be considered special business.
- 10.6 No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business. Save as herein otherwise provided, six members present in person shall be quorum.
- 10.7 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 day not earlier than seven (7) days and not later than twenty-one (21) days after the date of the meeting 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 shall be a quorum.
- 10.8 Where a meeting has been adjourned as aforesaid, the Company shall, upon date not later than three (3) days after the adjournment, publish in a newspaper circulating the province where the registered office of the Company is situated, a notice stating –
- 10.8.1 the date, time and place to which the meeting has been adjourned;
- 10.8.2 the matter before the meeting when it was adjourned; and

10.8.3 the ground for the adjournment.

- 10.9 The Chairman, if any, of the Board of Directors, shall preside as Chairman at every general meeting of the Company.
- 10.10 If there is no such Chairman, or if at any meeting he is not present within fifteen (15) minutes after the time appointed for holding the meeting or is unwilling to act as Chairman, the members present shall elect one of their number to be Chairman.
- 10.11 The Chairman may, with the consent of any meeting at which a quorum is present (and shall, if so desired by the meeting) adjourn the meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting at which the adjournment took place. When a meeting is adjourned the provisions of Articles 10.9 and 10.10 shall *mutatis mutandis* apply to such adjournment.
- 10.12 At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is (before or on the declaration of the result of the show of hands) demanded by the Chairman or members referred to in section 198(1)(b) of the Act, and, unless a poll is so demanded, a declaration by the Chairman that a resolution has, on a show of hands, been carried or carried unanimously or by a particular majority or negatived, and an entry to that effect in the book containing the minutes of the proceedings of the Company, shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favor of or against such resolution. The demand for a poll may be withdrawn.
- 10.13 If a poll is duly demanded it shall be taken in such manner as the Chairman directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. Scrutineers shall be elected to determine the result of the poll.
- 10.14 In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place, or at which the poll is demanded, shall be entitled to a second or casting vote.
- 10.15 A poll demanded on the election of a Chairman or on a question of adjournment, shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the Chairman of the meeting directs. The demand for a poll shall not prevent the continuation of a meeting for the transaction of any business other than the question upon which the poll has been demanded.

- 10.16 At every general meeting every member in person or by proxy and entitled to vote shall have one vote.
- 10.17 Save as expressly proved for in these presents, no person other than a member duly registered and who shall have paid every levy and other sum (if any) which shall be due and payable to the Company in respect of or arising out of his membership and who is not under suspension, shall be entitled to be present or to vote on any question, either personally or by proxy, at any general meeting.
- 10.18 Unless any member present in person or by proxy at a general meeting shall before closure of the meeting, have objected to any declaration made by the Chairman of the meeting as to the result of any voting at the meeting, whether by show of hands or by poll, or to the propriety or validity of the procedure at such meeting, such declaration by the Chairman shall be deemed to be a true and correct statement of the voting, and the meeting shall in all respect be deemed to have been properly and validity constituted and conducted, and an entry in the minutes to the effect that any motion has been carried or lost, with or without a record of the number of votes recorded in favor or against such motion, shall be conclusive evidence of the votes so recorded if such entry conforms with the declaration made by the Chairman of the meeting as to the result of any voting at the meeting.

**11. PRIVILEGE IN RESPECT OF DEFAMATION**

Every member of the Company and every Director shall be deemed by virtue of his membership or, as the case may be, his holding office as a Director, to have waived as against every other member, the Directors, the Chairman and Vice-Chairman, every other Director, the Auditors and everybody else engaged to perform any function or duty on behalf of or for the benefit of the Company, or the Directors, or any sub-committee, all claims and rights of action which such member or Director might otherwise have had in law arising as a result of any statement, report, complaint or notice of or concerning such member or Director, or any reference to such member or Director, made at any Directors' meeting, or otherwise in the performance or exercise of any right, function, duty, power or trust, within the ambit of these presents being a statement, report, complaint, notice or reference defamatory of such member or Director, or other injurious to the dignity, reputation, business or financial interest of such member or Director, whether such statement be true or false.

**12. DISPUTES**

- 12.1 Any dispute arising out of or in connection with or related the Memorandum and Articles of Association of the Company or their interpretation or howsoever, must be referred to the President (and failing him for any reason, to the Vice President) for the time being of the South Eastern Cape Attorneys Association, and failing such office or such body the Senior Officer of the body then governing the Attorneys profession in the South Eastern Cape, who shall in his discretion appoint a practicing Attorney, Advocate or Chartered Accountant of not less than 10 years standing, to determine the dispute.
- 12.2 The dispute in question will be declared by means of the party raising the dispute giving to the other parties written notice hereof. The date upon which such notice is delivered to the addressee's domicilium address will be known as "the dispute date" and the written notice shall contain a summary of the issues in dispute and the contentions relative thereto of the party raising the dispute.
- 12.3 The parties to whom the dispute notice has been given must within seven (7) days after the dispute date lodge with the referee and the other parties to the dispute, their written representations setting out their versions of the facts and contentions in regard to the dispute.
- 12.4 The person/s appointed in terms of this clause to determine the dispute ("the referee") will be entitled to apply his own expert knowledge in determining the dispute.
- 12.5 Any hearing by the referee will be at such venue or venues as shall be selected by him.
- 12.6 The referee will be vested with entire discretion as to the procedure and manner to be followed in arriving at his decision.
- 12.7 The parties shall use their best endeavours to ensure that the dispute is determined by the referee within a maximum period of fourteen (14) days after the dispute date.
- 12.8 The referee's decision will be final and binding on the parties affected thereby and shall be carried into effect and may be made an Order of any competent Court at the instance of any of the parties.
- 12.9 The referee may determine which party is liable for his fees and may make such award as regards the legal costs incurred in the

determination proceedings as he in his sole discretion might deem appropriate. If the referee makes no such determination, his fees must be shared equally by the parties to the dispute.

- 12.10 This clause constitutes an irrevocable consent by each of the parties to any proceedings in terms hereof and none of the parties will be entitled to withdraw there from or to claim at any such proceedings that he shall not be bound by this clause.

**13. ARCHITECTURAL AND ENVIROMENTAL CONTROLS**

- 13.1 All members of the Company acknowledge that the individual erven forming portion of the Development, i.e. the Immovable Properties, comprise a total development and that to ensure the maintenance of an aesthetic standard of improvements and to effect an harmonious architectural development, all improvements on the Immovable Properties shall be in accordance with the subdivisional development control guidelines prescribed by the Kouga Municipality for the Township of St Francis Bay.
- 13.2 In order to prevent the unnecessary destruction of any milkwood trees and to preserve as much of the existing indigenous vegetation on individual erven forming portion of the Development, the Company shall take all reasonable steps to ensure that all its Members submit their building footprint and landscaping plans to the Enviromental Consultant appointed by the Developer for approval in writing.