

DEPARTMENT OF RURAL DEVELOPMENT
AND LAND REFORM
COMMUNAL PROPERTY ASSOCIATIONS

Signature: *Rapho To*

Name: *Pocelle Mapho To*

02/04/2014

Mashobotho Communal

Vote = pg 10; 12



Property Association

PO Box 254, SCHAGEN, 1207 X

Contact: 072 5356 010 X

THE CONSTITUTION
MASHOBOTHO COMMUNAL PROPERTY ASSOCIATION
 REGISTRATION NUMBER CPA / 06 / 0944 / A TITLED EED T 05963307
 An Association to be incorporated in terms of the Communal Property Act No. 28 of 1996.

Ravee

Mapho To

Committee: 8

1/12/12 -> 9'3

264

DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM COMMUNAL PROPERTY ASSOCIATIONS	
Signature:	<i>P. M. M. M.</i>
Name:	<i>P. M. M. M.</i>
Date:	<i>02/04/2014</i>

MASHOBOTHO COMMUNAL PROPERTY ASSOCIATION

1. BACKGROUND AND PREAMBLE

WHEREAS the Mashobotho Communal Property Association was established and registered during the year 2006.

AND WHEREAS it has become necessary that the Constitution be amended and or varied.

- 1.1 A Communal Property Association consisting of a group of people whose land claim had been successful and the Department of Land Affairs has agreed to purchase the land in full and final settlement of the land claim.
- 1.2 A land claim was lodged against the farm Elandshoek 302 Registration Division J.T situated in the Mbombela Local Municipality, Ehlanzeni Magisterial District, Province of Mpumalanga.

The Regional land Claim Commission had accepted the claim as complying with the acceptance requirements as provided by Section 2 of the Restitution Act of 1994. Negotiations regarding settlement of the land claim against Portions 1; 2; 3; 4; 5;6;7;8;11;12; 18 and 19 of the farm Elandshoek 302 J.T were entered and the Department of Rural Development and Land Reform had purchased the aforesaid Portions in November 2007.

- 1.3 This Communal Property Association shall have perpetual succession regardless of changes in its membership and shall only be terminable in the manner set out below and as provided for in the Communal Property Association Act no. 28 of 1996.

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AN NOW BE IT HEREBY MADE KNOWN that a Communal Property Association in the following terms and conditions is established.

2. NAME AND ADDRESS OF ASSOCIATION

2.1 The name of the Association is Mashobotho Communal Property Association (hereinafter referred to as "The Association").

2.2 The address of the Association for all purposes, including the service of any court process shall be:

2.2.1 Physical Address: House no 1 ✓

Mashobotho Farm
Schoemanskloof road

2.2.2 Postal Address: P O Box 254

Schagen X
1207 *same as above.*

The postal address doesn't exist.

DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM	
COMMUNAL PROPERTY ASSOCIATIONS	
Signature:.....	<i>Rachelle Mphahlele</i>
Name:.....	<i>Rachelle Mphahlele</i>
Date:.....	<i>02/04/2014</i>

3. THE DEFINITIONS AND INTERPRETATIONS CLAUSE

3.1 Association of persons shall include any voluntary association, partnership, close corporation, company or Trust and the like, whether Incorporated or unincorporated.

3.2 The Association shall mean the Mashobotho Communal Property Association, a communal property association established by this Constitution in accordance with the Communal Property Association Act No. 28 of 1996, representing the individuals designated as members.

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3.3 The Association's property

shall mean the property and such further assets, whether capital or income in nature, held and administered on behalf of the Association by the Committee from time to time.

3.4 The Committee

shall mean the committee elected by the members of the Association in terms of paragraph 9 to manage the affairs of the Association, subject to the terms and conditions set out in this Constitution.

3.5 A Conciliator

shall mean a person appointed by the Director-General of the Department of Rural Development and Land Reform to resolve disputes within members of the Association.

3.6 The Constitution

shall refer to this document, which shall be registered by the Registration Officer, The Tenure Reform Implementation Systems, Department of Rural Development and Land Reform, in terms of the Act, and which contains the provisions governing the management and operation of the Association.

3.7 Dispute

for purposes of paragraph 24 shall, without limiting the generality of the terms, include any dispute as to:

the interpretation of the provisions of this document;

any matter arising from the implementation of the provisions of this document;

DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM COMMUNAL PROPERTY ASSOCIATIONS	
Signature:	<i>[Handwritten Signature]</i>
Name:	<i>Loe Helle Mphoto</i>
Date:	<i>02/04/2014</i>

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Proxy definition

3.8 General meeting

any matter arising from or in regard to any aspect of the communal nature of the Association's property as envisaged in this document.

unless specified to be either an annual, ordinary or extraordinary general meeting, shall mean any general meeting, either annually, ordinary or extraordinary.

Interim Committee
Head of House Hld.
Defin Household/Families "Act"

3.9 Improvements on land

shall mean any structure of whatever kind built or erected or placed on the land in terms of the provisions of this document.

3.10 Members

shall mean those individuals who are registered as such in terms of paragraph 8 *conflict.* hereof and shall be entitled to vote at general meetings as members of the Mashobotho Communal Property Association. restored to Portions 1; 2; 3; 4; 5;6;7;8;11;12; 18 and 19 of the farm Elandshoek 302 J.T situated within the Mbombela Local Municipality, ehlanzeni Province of Mpumalanga.

DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM	
COMMUNAL PROPERTY ASSOCIATIONS	
Signature:.....	<i>[Signature]</i>
Name:.....	<i>Reckle Mphahlele</i>
Date:.....	<i>02/04/2014</i>

3.11 The Membership register

shall mean the register to be established and maintained by the ^{CPA} Committee, of individuals who are members of the Association, defined by paragraph 8.2 *conflict.*

3.12 The Director-General

shall mean the Director-General of the Department of Rural Development and Land Reform the Communal Property Association Act no 28 of 1998.

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3.13 The Act shall mean the Communal Property Association Act 1996 (Act No. 28 of 1996).

3.14 Subsidies Subsidies to enable the Association to purchase the land in terms of the Provision of Certain Land for Settlement Act (Act No. 126 of 1993) are to be obtained from the Department of Land Affairs.

DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM
COMMUNAL PROPERTY ASSOCIATIONS
Signature: [Signature]
Name: Rose Helle Mnyoko
Date: 02/04/2014

4. **THE OBJECTIVES CLAUSE**

4.1 The primary object of the Association shall be to collectively acquire and become joint owners, hold and manage the restored land in common as members of the Association, for the purposes of, and subject to the terms of this Constitution and the Act.

4.2 To jointly manage and administer the Association's property and its natural resources for the benefit of the members in accordance with the provisions of this Constitution, ^{CPA} in a participatory and non-discriminatory manner. *Violation*

4.3 To encourage economic self-reliance and self-sufficiency and the cultural and social well-being of the members of the Association and their dependents through farming and/or any other lawful business or activities and by improving and developing the standard of agricultural or other forms of economic production within the area where the Association operates, while protecting the environment as required by law.

4.4 To raise, receive and ^{CPA} hold funds, from any lawful source, for the benefit of the Association, and to manage, administer and disburse those funds in pursuance with the objects of the Association and for administrative purposes.

4.5 To conduct and operate any financial assistance or subsidy program or project to achieve the primary objects of the Association and to operate with any other person or association of persons conducting such a program or project; such activities to include

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but not limited to technical assistance, education and co-operative purchase to help farmers or business people increase production, lower production cost and market their products.

4.6 To guarantee, upon such conditions as the Association may determine, the obligations of the Association, in respect of any activity the Association may engage in.

4.7 To execute any action as may serve to address poverty, ^{CPA} unemployment, socio-economic needs and historical disadvantages among its members.

4.8 To foster an environment of co-operation and communication ^{to reach a} common objective amongst the members of the Association

DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM
 COMMUNAL PROPERTY ASSOCIATIONS
 Signature: *[Signature]*
 Name: *Rachel Mphahlele*
 Date: *02/04/2014*

5 THE ASSOCIATION'S PROPERTY

5.1 The property of the Association is Portions 1; 2; 3; 4; 5;6;7;8;11;12; 18 and 19 of the farm Elandshoek 302 J.T situated in the Mbombela Local Municipality, Ehlanzeni Magisterial District, Province of Mpumalanga and may acquire further movable and/or immovable property, including but not limited to, described above, and any right or interest in and/or to movable or immovable property or any part thereof.

5.2 The Association's property may be increased further from time to time by accrued and undisturbed income, and the by increasing other assets as may from time to time become payable or transferable to the Association, by accrual, donation or otherwise.

5.3 The physical address of the Association shall be situated at Portions 1; 2; 3; 4; 5;6;7;8;11;12; 18 and 19 of the farm Elandshoek 302 J.T situated in the Mbombela Local Municipality, Ehlanzeni Magisterial District, Province of Mpumalanga

5A THE PRINCIPLE OF EQUITY

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5A.1 The powers of the Association and the Committee shall be interpreted and implemented at all times in accordance with the overriding principle of fairness and equity. Such principle requires that the administration of all assets, rights and interests of the Association be conducted only for the benefit of the members of the Association. Members of the Association shall be dealt with in such a manner as to ensure that all such members receive the same or similar benefits and that any arbitrary and material distinction or discrimination shall be avoided.

5A.2 The terms and conditions of this Constitution and the powers of the Association as well as the Committee shall be interpreted and implemented in a manner consistent with the spirit and objects of the Statutory Principles contained in Section 9 of The Constitution of the Republic of South Africa.

6. MEMBERSHIP OF THE ASSOCIATION

6.1 Membership to the Association shall be limited to individuals or individuals ^{Amend (cancel)} who forms part of the group of people that was dispossessed of their rights in the land mentioned in the Preamble to this Constitution including their descendants as stated on the Register attached to this Constitution.

DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM
COMMUNAL PROPERTY ASSOCIATIONS
Signature: *[Signature]*
Name: *Phakellie Mphahlele*
Date: *02/04/2014*

6.2 ^{EPA.} The Committee shall establish and maintain a membership register which shall be updated. *Through Rural Development.*

6.3 Applications for membership by persons other than those registered in the membership register shall be made to the Committee. ^{CPA.}

6.4 ^{CPA.} The Committee shall submit such applications to a general meeting of the Association which shall decide whether to accept or reject an application to become a member.

6.5 The following principles shall apply in identifying other persons entitled to members of the Association: ^{CPA}

- Originally dispossessed persons from Portions 1, 2; 3; 4; 5; 6; 7; 8; 11; 12, 18 and

[Handwritten signatures and scribbles]

19 of the farm Elandshoek 302 J.T situated in the Mbombela Local Municipality, Ehlanzeni Magisterial District, Province of Mpumalanga.

Portions 1; 2; 3; 4; 5;6;7;8;11;12; 18 and 19 of the farm Elandshoek 302 J.T person who is a direct descendant of the Originally dispossessed person from situated in the Mbombela Local Municipality, Ehlanzeni Magisterial District, Province of Mpumalanga and their legal spouses;

Add: step children, adopted | fortc.

Amend.

Where there is more than one direct descendant, registration thereof shall not be effected by the number of individuals but by the lines of successions; *It is discriminatory.*

Subjects of a group or part of the group dispossessed of a right in Portions 1; 2; 3; 4; 5;6;7;8;11;12; 18 and 19 of the farm Elandshoek 302 J.T situated in the Mbombela Local Municipality, Ehlanzeni Magisterial District, Province of Mpumalanga

Subjects of the Community or part of a Community that was dispossessed of a right in Portions 1; 2; 3; 4; 5;6;7;8;11;12; 18 and 19 of the farm Elandshoek 302 J.T situated in the Mbombela Local Municipality, Ehlanzeni Magisterial District, Province of Mpumalanga, taking into consideration that families and/or households making a Community changes ^{CPA} every year.

DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM
COMMUNAL PROPERTY ASSOCIATIONS
Signature: <i>[Signature]</i>
Name: <i>Rachelle Maphiso</i>
Date: <i>02/04/2017</i>

7 RIGHTS AND RESPONSIBILITIES OF MEMBERS

refer to Constitution of RSA Bill of Rights

7.1 Every member shall have the right to make improvements upon the land allocated to that member by the ^{CPA} Committee, but such right is subject to the obligations of that member to maintain such improvements.

7.2 Subject to the consent of the Association and on terms by it, every member shall have the right of access to communal land and other communal facilities and amenities. Included in the aforementioned, is the right of access to land for grazing and cultivation purposes, gathering of firewood of thatching grass, fetching of water and access to other assets, resources and projects of the Association.

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7.3 All rights of the members shall be exercised subject to the rules as determined by the Association in general meeting from time to time. Any such rules may be amended or rescinded by the Association in general meeting.

7.4 Every member over the age of 18 years, shall have the right to vote at the general meeting of members in person or by proxy.

7.5 Every member shall be obliged to pay his or her share of any financial commitments of the Association as determined by the Association in general meeting.

7.6 Every member shall be obliged to pay any levy lawfully imposed on it by the Association or in general meeting.

7.7 Every member shall be obliged to make contributions required by the Association towards the maintenance of the common areas of the property for the common good.

7.8 Every member shall abide by the rules established by the Association

DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM
COMMUNAL PROPERTY ASSOCIATION
Signature: [Signature]
Name: Ruelle Mngato
Date: 02/04/2014

7.9 Each member shall, on becoming a member nominate one successor who would become the Head of his or her Household in the event of death which information shall be registered in the membership register. Upon registration of the information in the register the Committee shall consider the following factors in approving or disapproving such nomination:

- The protection of the interests of the member's dependents;
- The principles of the law including customary law and customs applicable at the time;
- The minimization of risk and conflict within the Association;
- The maximization of the well-being and interest of the Association;
- Principles of fairness and equity.

7.10 Should the member fail to nominate a successor or should the nominated successor be unsuitable, the Association shall, in considering the factors referred to in 7.9 above as well as the heirs of the deceased member, if applicable, nominate or register only one person as a member to succeed the member.

Amend.
Cancel
all paragraphs

* Allocation of Land use rights to Members.

[Signature]

7.11 On termination of membership referred to in paragraph 7.9, the Association may, notwithstanding its prior approval of nomination referred to, set aside such nomination should circumstances have changed taking into account the factors referred to in that paragraph.

7.12 A member wishing to give up the benefits and rights accruing to it by virtue of this Constitution, or whose membership of the Association is terminated in accordance with the Constitution, forfeits his or her rights to the association and may not dispose of its benefits and rights to anybody whether a member of the Association or not.

7.13 Every member shall be ^{CPA} entitled to a copy of the Constitution of the Association free of charge.

7.14 An annual membership fee as may be determined by the Association in the general meeting shall be paid by each member to the Treasurer of the Committee. The date of payment of annual fees shall be 28 or 29 February in each year.

RURAL DEVELOPMENT
 AND LAND REFORM
 COMMUNAL PROPERTY ASSOCIATION
 Signature: *[Signature]*
 Name: *Puella Mkhato*
 Date: *02/04/2014*

8 TERMINATION OF MEMBERSHIP

- 8.1 Membership to the Association may only be terminated in terms of Clause 16.4
- 8.2 The Director - General shall at the request of the Committee issue a certificate of termination of membership.

9 THE COMMITTEE

9.1 The functions and duties are specifically conferred on the Committee by this Constitution and the day to day management of the Association shall be undertaken by the Committee, subject to the terms of this Constitution and the directions of the members of the Association, issued in the form of resolutions passed at a general meeting.

9.2 The Committee members shall act in a fiduciary manner in relation to the Association

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and its members, and shall exercise their powers in the best interest of all the members of the Association, without any advantage to themselves in comparison with other members who are similarly placed.

9.3 The Committee shall be comprised of a Chairperson, Deputy Chairperson, Secretary, Deputy Secretary, Treasurer and three additional members and/or as may be determined by the Association in general meetings.

DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM
COMMUNAL PROPERTY ASSOCIATIONS

Signature: *[Signature]*

Name: *Ruelle Mphahlele*

Date: *09/04/2014*

9.4 The committee is elected by members of the Communal property Association as stated in 9.4.

Amend
Remove

9.5 Any person who is a head of the Household and a member of the Association is eligible to stand elections to become a Committee member at any given time and at an Annual General Meeting subject to the appointment procedure below.

9.6 At any general meeting of the members, the members may, subject to the provisions in this Constitution by majority votes elect a Committee member.

Amend

9.7 The Committee shall hold office for a period of ^{5 years.} Three (3) years from the date of election or until they are obliged to vacate in terms of the Constitution subject to subparagraph 9.8.

9.8 The appointment of the initial Committee members shall terminate at the first Annual General Meeting of members which should take place 12 (Twelve) months of date of registration of the Association with the TRIS, Department of Rural Development and Land Reform. The initial Committee members shall be eligible for re-election.

9.9

In the event of a vacancy arising any time during the first year of registration and the Annual General Meeting whether in consequence or death, disqualification, resignation, removal or for any other reason, a new Committee member shall be elected during the next general meeting. The Committee shall nevertheless be entitled to function until a new member is appointed.

9.10 The Committee shall have the right to form sub-committees to effectively manage

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the affairs of the Association. A decision taken by a sub-committee shall be deemed to have been taken by the Committee. Members of the sub-committees shall be appointed by the Committee and shall consist solely of people who are eligible to be elected as Committee members. The Committee shall have the right to terminate the appointment of any sub-committee or sub-committee member.

DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM COMMUNAL PROPERTY ASSOCIATIONS	
Signature:	<i>[Handwritten Signature]</i>
Name:	<i>Rehelle Mathew</i>
Date:	<i>02/04/2014</i>

10 LIMITATION ON COMMITTEE POWERS

The powers of the Committee shall be limited in the manner contemplated by this paragraph:

- 10.1 The Committee shall not, on behalf of the Association, conclude any of the following transactions without the consent of the majority of members present at a general meeting of members;
- 10.2 The Committee shall not dispose or encumber any immovable property or real right in property to which the Association may have a right or expect to obtain a right, whether by sale, lease, donation, exchange, mortgage or otherwise;
- 10.3 The Committee shall not transfer any portion of the Association's property directly or indirectly in any manner whatsoever so as to profit any person other than by way of payment in good faith of reasonable remuneration to any officer or employee of the Association for services actually rendered to the Association, save insofar as such payments are consistent with the aims and objects of the Association.
- 10.4 allocate specific sites for the exclusive occupation of certain members;
- 10.5 The powers of the Committee members may be further limited or expanded by the terms of a resolution passed at a general meeting, duly convened, and constituted.

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A member who alleges that the Association has concluded a transaction contrary to the provisions of the Constitution may request the Director General to assist him or her in challenging the validity of such transaction.

11 DESCRIPTION OF COMMITTEE POSITIONS AND/OR PORTFOLIOS

The functions and duties of the Committee members listed below shall include, but not be limited, to the following:

11.1 THE CHAIRPERSON

- The Chairperson shall be the Chief Administrative Officer of the Association;
- The Chairperson shall preside in all general meetings and meetings of the Committee;
-  The Chairperson shall represent the Committee and the Association.

11.1 THE DEPUTY CHAIRPERSON

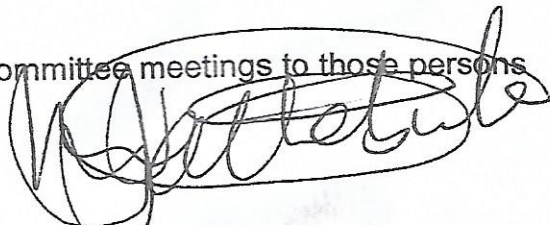
- The Deputy Chairperson shall assist the Chairperson.

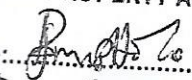
11.2 SECRETARY

The Secretary shall:

- keep accurate records of every meeting of the Committee and of every general meeting in a minute book, the minutes of any meeting shall be subject to approval at the next Committee meeting or general meeting, as the case may be;
- keep in safe custody all the documents of the Association;

Send notices of all general meetings and Committee meetings to those persons



DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM COMMUNAL PROPERTY ASSOCIATIONS
Signature: 
Name: <u>Roseville Maphahle</u>
Date: <u>2/04/2014</u>

entitled to receive such notices and others.

11.3 THE DEPUTY SECRETARY

- The Deputy Secretary shall assist the secretary.

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DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM COMMUNAL PROPERTY ASSOCIATIONS	
Signature:.....	<i>Rochelle Maffo</i>
Name:.....	<i>Rochelle Maffo</i>
Date:.....	<i>02/04/2014</i>

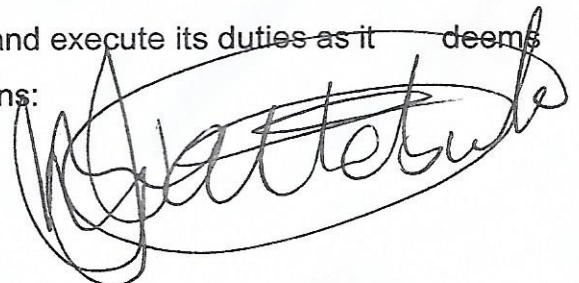
11.4 THE TREASURER

- The Treasurer shall be required to keep an accurate records of all financial transactions of the Committee and the Association in accordance with accepted accounting practice which must be made available for inspection by any member at all reasonable times.
- The Treasurer will see to the timely collection of membership money.
- The Treasurer shall be responsible for issuing receipts for all moneys received by the Association and account for moneys paid out, subject to instructions by the Committee.
- The Treasurer shall report overdue payments to the Chairperson for appropriate action.

There shall be a Public Relations Officer who shall carry out special tasks as directed by the Committee from time to time.

12 PROCEDURES AT COMMITTEE MEETINGS

- 12.1 The Committee shall organize its meetings and execute its duties as it deems appropriate, subject to the following conditions:

12.2 The Chairperson and deputy chairperson are elected at the general meeting where the committee is elected, and hold office for term of office of the Committee.

12.3 The Chairperson or Deputy has the discretion to convene a meeting from time to time, but is obliged to convene a meeting on request of at least two members of the committee.

The notice of such a meeting must be in writing and must include an agenda, at least seven days before the meeting, unless in special circumstances an urgent meeting is required, in which case notice shall be given in a manner prescribed by the chairperson or deputy chairperson.

12.4 The quorum required at Committee meetings shall not be less than half the Committee members serving at any given time.

12.5 A committee member shall have one vote. Decisions shall be taken by simple majority vote.

12.6 In the event of equality in votes the chairperson shall have the final and decisive vote.

12.7 Minutes shall be kept of all Committee meetings and shall be signed by the chairperson.

12.8 Minutes of Committee meetings shall be made available to any member upon request.

DEPARTMENT OF RURAL DEVELOPMENT
AND LAND REFORM
COMMUNAL PROPERTY ASSOCIATIONS

Signature: *[Signature]*

Name: *Incelle Makhoto*

02/04/2014

12.9 A decision signed by all the Committee members shall have the same validity as a decision taken by the Committee at a duly constituted Committee meeting.

12.10 Members shall be entitled to attend Committee meetings and the chairperson shall allow a member to address the Committee at such meeting.

12.11 A Committee member who has an interest that is greater than his or her interest as a normal member in a matter before the Committee shall recuse himself or herself

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from participating in that decision.

DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM COMMUNAL PROPERTY ASSOCIATIONS	
Signature:	<i>[Handwritten Signature]</i>
Name:	<i>Reetell e Magito</i>
Date:	<i>2/04/2014</i>

13 TERMINATION OF COMMITTEE MEMBERSHIP

13.1 The office of a Committee member shall be vacated if he or she:

13.1.1 dies or resigns;

13.1.2 is removed from office by the Association in general meeting if he or she:

- is found to be of unsound mind; or
- becomes insolvent or surrenders his or her estate for the benefit of or compounds with his or her creditors; or
- fails to attend three (3) consecutive meetings or a total of five (5) meetings in a year, without good cause being shown; or
- is convicted of an offence in terms of section 14 of the Act; or
- is unfit to or is incapable of acting as a Committee member.

13.2 No removal of a Committee member from office on the grounds set out in 13.3 shall be of force or effect until adopted at a general meeting called on not less than twenty-one (21) days prior written notice, which shall state the intention to propose a Resolution for the removal of a Committee member.

13.3 Removal of a Committee member shall be carried out according to the rules of natural justice, which shall include the following:

13.3.1 The Committee member shall be informed of the charges against him or her timeously in order that he will be able to prepare his or her defense.

13.3.2 The Committee member shall have the opportunity to address the members in the general meeting called to hear the charge, with reference to the matters in issue.

13.3.2.1 The Committee member shall have the right to be assisted

[Handwritten Signature]

[Handwritten Signature]

or represented by another member.

13.3.3 The Committee member shall be informed in writing of the outcome of the decision and be given reasons for the decision.

13.4 Subject to the provisions of any relevant statute, each Committee member and all other office bearers shall be indemnified by the Association in respect of authorized acts done in good faith on its behalf, and it shall be the duty of the Association to pay all reasonable and necessary costs and expenses which any such person may have incurred or become liable for in implementing the resolutions of the Association, by reason of any contract entered into, or act or deed carried out by him or her, in such capacity as Committee member or office bearer, in bona fide discharge of his or her duties on behalf of the Association and with its authority.

13.5 Subject to the provisions of any relevant statute, no Committee member or office bearer of the Association shall be liable for any negligent act or omission of any Committee member or office bearer, or for having joined in any receipt or other act of conformity, or for any or expense suffered by the Association through insufficiency of deficiency of any security or upon which monies of the Association shall be invested; or for any loss or damage arising from the bankruptcy, insolvency or delictual act of any person with whom any monies or securities shall have been deposited, or for any loss or damage otherwise occasioned, which might occur in the execution of his or her duties or in relation thereto, unless it arises in consequence of his or her dishonesty, or failure to exercise that degree of care, diligence and skill which is required under law.

DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM COMMUNAL PROPERTY ASSOCIATIONS	Signature: <i>[Handwritten Signature]</i>
Name: <i>Petelle Mphahlele</i>	
Date: <i>02/04/2014</i>	

14 THE ANNUAL GENERAL MEETING

14.1 The first annual general meeting of all members whose names appear in the register shall be conducted within one year from registration of the Association in terms of the Act. Subsequently, an annual general meeting must be held within four (4) months of

[Handwritten signature]

Apr - March

the end of each financial year. An annual general meeting shall not be invalid if not held within this period.

The business of each annual general meeting shall include the following:

- The presentation and adoption of the annual report of the Committee.
- The consideration of the annual financial statement.
- The appointment of auditors.
- The election of Committee members.
- Such other matters as may be necessary and appropriate.

DEPARTMENT OF RURAL DEVELOPMENT
AND LAND REFORM
COMMUNAL PROPERTY ASSOCIATIONS

Signature: *[Signature]*
Name: *Rockelle Marbois*
Date: *02/04/2014*

14.2 An ordinary general assembly shall be held at twice monthly, which will be on the first week and the third week of each and every month.

14.3 Extraordinary general meetings of members may be convened at any time on the requisition to the Secretary of the Committee of:

- the chairperson or Deputy Chairperson of the Committee.
- any two Committee members.
- At least 50% PLUS 1 of the members.

15 THE PROCEDURE AT GENERAL MEETINGS

15.1 The notice convening general meetings shall be in writing and may be given in such manner as the Committee may from time to time deem appropriate, provided that if the Secretary, after having been duly requisitioned, fails to give notice convening the required general meeting within a period of seven (7) days of having been so requisitioned, then the person/s requisitioned such general meeting shall be entitled to give the necessary notice and to convene the general meeting as aforesaid.

[Signature]

[Signature]

DEPARTMENT OF RURAL DEVELOPMENT
 AND LAND REFORM
 COMMUNAL PROPERTY ASSOCIATIONS

Name: *Rachelle Mphahlele*
 Signature: *[Handwritten Signature]*
 Date: *02/04/2014*

In the absence or inability of the chairperson to act, the Deputy-chairperson shall act as chairperson of all general meetings of the Association.

Subject to the provisions of paragraph 15.1, seven (7) days notice of every general meeting (annual, ordinary and extraordinary) shall be given to all members by the Secretary of the Committee whether personally or by registered post by delivery thereof to the places of residence as recorded in the register at least seven (7) days prior to the date of the meeting, and such delivery shall constitute good notice. In addition a notice of such meeting shall be placed in a prominent place on the land.

- 15.4 If posted by registered post, a notice shall be deemed to have been received five (5) days after due posting thereof.
- 15.5 The accidental *bona fide* omission to address a notice to any person shall not invalidate the proceedings of any such meeting. The notice of any such extraordinary general meeting shall contain details of the requisitioned thereof (if any) and the matters to be considered at the meeting.
- 15.6 At all general meetings, a resolution put to the vote of a meeting shall be decided by a show of hand or poll. Each member in good standing or their proxies shall be entitled to one vote, and the poll shall be taken in such a manner as the Chairperson may direct and the result thereof shall be deemed to the resolution of the meeting. Except as otherwise provided herein, decisions at a general meeting shall be taken by simple majority. Members shall have the right to speak at general meetings.
- 15.7 In the event of an equality of votes, the chairperson shall have a second or casting vote.
- 15.8 The quorum for any general assembly shall be not less than half the members as recorded in the register. Should a quorum not be present within one hour after the time appointed for the meeting, it shall stand adjourned to the same day and the same time the following week. Should a quorum not be present within one hour after the time appointed for such adjourned

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meeting, the adjourned meeting shall stand adjourned to the same day at the same time the following week. At the second adjourned meeting such members as are present shall be deemed to form a quorum.

15.9 Minutes of general meetings shall be kept by the Secretary and shall be available for inspection by each member of the Association.

15.10 At the annual general meeting the Committee shall consult and confer fully with the members on all matters of policy in regard to the management and administration of the property and in regard to specific activities and projects of the Association and shall be bound to carry out the instructions of members issued at a General meeting by majority resolution.

15.11 A duly convened general meeting at which a quorum is present shall be competent to carry out all the objects of the Association and to exercise all its powers as herein stipulated.

DEPARTMENT OF RURAL DEVELOPMENT
AND LAND REFORM
COMMUNAL PROPERTY ASSOCIATIONS

Signature: *[Signature]*

Name: *Rochelle Maputo*

Date: *02/04/2014*

16 REGISTRATION AND ALLOTMENT OF SITES

16.1 Plots of land may be allocated to members at a general meeting of the Association by simple majority vote. The Committee may make recommendations to the general meetings of the Association on the allocation of plots of land to members.

16.2 Members of the Association may sell their allocated stand or plots to fellow members of the Association and not to individuals outside of the Association. Provided that the sale is disclosed to the Association and the Association in return explains the terms and conditions of residence to the purchaser The Association shall, at a general meeting consent to such sale and to the admission of the purchaser as a Resident to the Communal land. The Association shall not unreasonably withhold its consent to a sale or unreasonably refuse to admit a purchaser as a member

16.3 The Committee shall:

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- Compile and maintain a complete membership register of every individual who is a member of the Association as well as their dependents.

- Identify, by reference to appropriate physical features, including artificial features, the site or sites being that Portion of the property currently or to be occupied by each member and, secondly, those sites, with the consent of the Association in a general meeting, for future occupation by new members.

- The following information shall be recorded in the said register in respect of every member: The portion of the property allocated for the exclusive use and benefit of each member, which portions shall be described in the register with sufficient particularity, as to be reasonably identifiable features.

The register shall be reviewed annually within one (1) month of the end of the financial year and such amendments shall be made thereto as may, at the time of such review, be necessary to maintain the register as correctly reflecting the members and the particulars of such members as required in terms of this Constitution.

- Any member admitted to the Association at any time after the date of the first establishment of the register shall be entered into the register on the date that they are so admitted.

- The presence of the name of any member in the register shall be *prima facie* proof of membership in the Association, and conversely, the absence of any member's name in the register shall be *prima facie* proof that such member does not have any right to membership in the Association. The onus of proving otherwise shall vest with the person so alleging otherwise.

16.4 The Committee may from time to time delete any members' name from the register but only in the following circumstances:

DEPARTMENT OF RURAL DEVELOPMENT
AND LAND REFORM
COMMUNAL PROPERTY ASSOCIATIONS
Signature: *[Handwritten Signature]*
Name: *Beetle Mphahlele*
Date: *07/04/2014*

[Handwritten Signature]

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DEPARTMENT OF RURAL DEVELOPMENT
AND LAND REFORM
COMMUNAL PROPERTY ASSOCIATIONS ACT
1989

Signature: *[Signature]*
Name: *Rebecca Mphahlele*
Date: *02/04/2014*

- on the death of such member;
- at a request of the member whose name is to be deleted;
- on the relinquishment of a member of his or her interests and rights.

The member to whom a site has been allocated and who has been duly recorded in the register shall be entitled to the undisturbed use and benefit of the site, subject to the terms and conditions of this Constitution.

- 16.6 The remainder of the farm not allocated in terms of this paragraph shall be utilized for the use and benefit of the members as a whole in accordance with the rules as determined by the Association at a general meeting.

SECURITY OF TENURE AND TERMINATION

Not allowed to evict. strictly persons you may be terminated. - Code of Conduct. - Draft

- 16.7 The Association shall not have the right to evict a member of the Association from the property of the Association save in the event of the termination of such member's membership in terms hereof.

17 ACCOUNTING RECORD AND ANNUAL RECORDS

- 17.1 The financial year of the Association may not exceed twelve (12) calendar months and shall begin on 1 March and terminate on 28 or 29 February (as the case may be) of the following year, and financial accounts shall be prepared at the end of each financial year.

- 17.2 At the annual general meeting of the Association a budget of the Association shall be adopted for the income and expenditure for the ensuing financial year, and no funds shall be disbursed other than in accordance with such budget, provided that the members may by resolution in general meeting amend such budget from time to time.

[Signature]

[Signature]

17.3 The Committee shall ensure that proper accounting books of the Association are kept and such books, together with all other papers and documents connected with or relating to the Association, shall be kept at such place as may be agreed upon by the Association and they shall at all times be accessible to each of the members of the Association free of charge for the purposes of inspection or the making of copies thereof.

17.4 Such records, books of account and financial statement shall be audited annually by a certified independent practicing Chartered Accountant. Every auditor of the Association shall be entitled to require and obtain from the Committee, any such information and explanations as may be necessary for the performance of the duties if the auditor.

DEPARTMENT OF RURAL DEVELOPMENT
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COMMUNAL PROPERTY ASSOCIATIONS

15

Signature: *[Signature]*

Name: *Poellie Mphahlele*

Date: *07/04/2014*

All monies received by or on behalf of the Association which have not been invested shall immediately upon receipt be deposited in the name of the Association with a bank registered in terms of the Banks Act, 1990 (Act No. 94 of 1990) or a mutual bank registered in terms of the Mutual Banks Act, 1993 (Act No. 124 of 1993), or with the Post Office savings bank contemplated in section 52 of the Post Office Act, 1958 (Act No. 44 of 1958) or such other institution as may be approved by the Director General.

17.6 The Association may not purchase or acquire for consideration shares other than shares which are listed on a licensed stock exchange as defined in the Stock Exchange Control Act, 1985 (Act No. 1 of 1985).

17.7 All payments to be made on behalf of the Association shall be made by electronic fund transfer or by cheque drawn on such banking account or on one of such banking accounts or cheque issued by the mutual society of financial institution with which a particular account is operated except for payments of a petty cash nature.

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17.8 Deposits and withdrawals to or from banking account/s shall be upon the signatures of the Chairperson, Secretary and Treasurer then acting or their duly authorized representatives.

17.9 All matters relating to the finances of the Association shall comply generally with principles of accountability and transparency.

17.10 The Association shall at a general meeting, using principles of fairness and equity, decide on the distribution and division of profits to members including the responsibility and apportionment of working expenditure.

DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM
COMMUNAL PROPERTY ASSOCIATIONS

Signature: *[Signature]*

Name: *Ruelle Matho*

Date: *02/04/2014*

18 THE LEGAL CAPACITY OF THE ASSOCIATION

18.2 The Association shall have power to sue or be sued in its own name.

18.3 The Association shall have the capacity to acquire rights and incur obligations in its own right, in accordance with this Constitution and the Act.

18.4 The Association shall have the capacity, for the purpose of implementation of the objects of the Association and subject to the terms of this Constitution and the Act and the common law:

18.4.1 to acquire immovable property and real rights therein;

18.4.2 to encumber such immovable property or real rights by mortgage, servitude, or lease or in any other manner;

18.4.3 And to alienate or dispose of such immovable property or real right;

18.4.4 from time to time invest all or any part of the Association's property with financial institutions referred to in paragraph 17.5 in shares listed on a licensed Stock Exchange as defined in the Stock Exchange Control Act, 1985 or in investments secured

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by first or further mortgage or notarial bonds over immovable or movable property, and to realize and vary any such investments from time to time;

18.4.5 to survey, sub-divide, plan, improve, develop and upgrade any immovable property acquired by it;

18.4.6 to raise, accept and acquire, for the purpose of the Association, monies, gifts, bequests or payments from any person, firm, company or association of persons, that may be raised, given, bequeathed or paid to it as an addition to the Association's property, and any additions to accepted and acquired shall be deemed to form part of the Association's property to be administered and dealt with subject to the terms of this Constitution, including the compliance with any conditions subject which any monies are paid to the Association, provided that the Association shall not accept any donation which is unilaterally revocable at the instance of the donor thereof, or which seeks to impose a condition on the Association which is inconsistent with the terms and conditions of this Constitution;

DEPARTMENT OF RURAL DEVELOPMENT
AND LAND REFORM
COMMUNAL PROPERTY ASSOCIATIONS

Signature: *[Handwritten Signature]*

Name: *[Handwritten Name]*

Date: *02/04/2014*

18.4.7 to borrow from time to time such sums of money on such terms and conditions as it considers fit, with power from time to time to consent to any variations or alternations of the terms of any such borrowing and to secure such borrowing or any other obligations of the Association by the mortgage or pledge, either generally or specially, of any asset constituting a portion of the Association's property and, if considered fit, to borrow afresh on security or otherwise for the purpose of repaying and such borrowings;

18.4.8 from time to time, to disburse the funds of the Association, or any portion thereof, in accordance with the provisions of this

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Constitution in order to achieve the objects of this Constitution and in accordance with any condition which may be attached to such funds;

18.4.9 to open and operate accounts in banking institutions, building societies and other financial institutions referred to in and to utilize such accounts for the purpose of the Association;

18.4.10 to employ staff, agents and other people (either casually, temporarily, permanently or on secondment) to carry out the objects of the Association upon such terms and conditions as it may from time to time consider desirable, to terminate such employment or agency, and to pay their salaries, fees, commissions, remuneration and other charges out for the funds of the Association;

DEPARTMENT OF RURAL DEVELOPMENT
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COMMUNAL PROPERTY ASSOCIATIONS

Signature: *[Handwritten Signature]*
Name: *Pacelle Matho*
Date: *02/04/2014*

18.4.11 to call in, recover, collect and sue for all monies owing to the Association, to institute or defend legal proceedings and to sign all deeds, powers of attorneys and other documents that may be necessary for any purposes;

18.4.12 to sign and execute transfer and cessions of property, bonds, consents to cancellations of bonds, leases, servitudes and other deeds and powers of attorneys relating thereto, and generally all documents of any nature whatsoever as may be necessary from time to time in connection with the acquisition, realization, disposal or encumbrance of assets of or for the Association and the carrying out of the terms of this Constitution;

18.4.13 to enter into contracts and to adopt and to accept benefits under contracts entered into for the benefit of the Association;

18.4.14 to allow time for the payment of any debts due to it and to grant credit in respect of the whole or any part of the purchase

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DEPARTMENT OF RURAL DEVELOPMENT
 AND LAND REFORM
 COMMUNAL PROPERTY ASSOCIATIONS

Signatures: *[Signature]*

Name: *Peelle Mphahlele*

Date: *01/04/2014*

18.4.15

price arising on the sale of any assets constituting a portion of the Association's property in either case with or without security and with or without interest, as it may determine;

to make secured or unsecured loans or donations to any person or persons, including an association of persons, for any purpose consistent with the objects of the Association;

18.4.16

to enter into partnerships, voluntary joint ventures and similar contracts and relationships to better achieve the objects of the Association, and to exercise all the rights and duties arising there from;

18.4.17

to appoint auditors to the Association and to fix their remuneration;

18.4.18

subject to the Act and this Constitution, to found any trust, to be party to the incorporation of any close corporation or company and to be a member of or shareholder in any close corporation or company;

18.4.19

to do all things reasonably ancillary to the afore going powers in order efficiently and effectively to achieve the objects of the Association.

18.5 The Association and members have a legally binding agreement pursuant to the terms of the Constitution.

19 THE DISPUTE RESOLUTION

19.1 In the event of any disputes between the members the disputes may, at the request of any party to the dispute, be referred to the Committee who shall

[Signature]

[Signature]

later hear all parties to the dispute. Should all parties agree thereto in writing, the decision of the Committee shall be final and binding on all parties with regards to the dispute.

19.2 In order to facilitate the resolution of disputes and avoid unnecessary litigation, the Director-General of the Department of Rural Development and Land Reform may on his own accord at the request of the Association or any Member thereof, appoint a conciliator acceptable to the parties to a dispute to assist in resolving a dispute between Members and Committee provided that if the parties to a dispute do not agree on the person appointed the Director-General may appoint a person who in his/her opinion has adequate experience or knowledge in conciliating disputes according to section 10(2) & (3) & (4) of the Communal Property Associations Act no. 28 of 1996.

19.3 Should it not be possible to appoint a conciliator or obtain the services of a conciliator or convene a meeting upon which such conciliator must be appointed or the conciliator cannot proceed for whatever reason, the Director – General may, in addition to the dispute resolution mechanism available in terms of Law, at his own accord assist in resolving any issues for the purpose to resolve such dispute:

DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM COMMUNAL PROPERTY ASSOCIATIONS	
Signature:.....	<i>[Handwritten Signature]</i>
Name:.....	<i>Petelle Mphahlele</i>
Date:.....	<i>21/04/2014</i>

- mediate such dispute
- embark on a fact finding mission
- make a recommendation
- Resolve the matter according to any other manner s/he considers appropriate.

19.4 The arbitration proceedings shall be held on an informal basis, in order that a decision may be reached as expeditiously and as inexpensively as possible, subject only to the due observance of the principle of justice. In order to obviate unnecessary arbitration proceedings a *bona fide* attempt shall first be made to resolve issues upon a basis of negotiate in accordance with the spirit of this Agreement.

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19.12 In view of the broad public interest, and the social imperatives to obviate and resolve disputes expeditiously and inexpensively the arbitrator is vested with powers to make interim orders and to give directions as to alternative provisions, which are to be implemented by the parties in the event of circumstances arising which in the opinion of the arbitrator render such interim orders or directions desirable, in the interests of parties concerned.

19.13 The costs of and incidental to any such arbitrator, who shall be entitled to direct that they be taxed as between party and party or as between attorney and client.

19.14 Disputes regarding the right of other persons to be members of the Association shall be tabled at a General Meeting, failing to be resolved shall be dealt with in the manner provided for in the preceding subsections

DEPARTMENT OF RURAL DEVELOPMENT
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COMMUNAL PROPERTY ASSOCIATIONS

Signature: *[Handwritten Signature]*

Name: *Roetelle Maito*

Date: *02/04/2014*

20 REPORTING REQUIREMENTS

The Association shall be obliged at such times as may be prescribed to furnish prescribed documents and information to the Registration Officer or Director General in order to enable the Registrar to monitor the compliance with the provisions of the Constitution and the Act.

21. ADMINISTRATION, LIQUIDATION AND DEREGISTRATION OF THE ASSOCIATIONS

21.1 The Director General, may upon written application by the Association, deregister the Association, if he or she is satisfied that:

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Date: 02/04/2014
 Name: Roethle Mathsos
 Signature: *[Handwritten Signature]*
 DEPARTMENT OF RURAL DEVELOPMENT
 AND LAND REFORM
 VALUERS' ASSOCIATION

2.2 The disciplinary sub-committee shall create procedures to ensuring that the principles of natural justice shall apply to any disciplinary action brought against a member of the Association.

The disciplinary procedures shall be agreed upon by a 50% PLUS 1 majority at a general meeting called for this purpose.

2.4 All parties to a disciplinary hearing shall be provided with a written outline of the offence in question and be given at least one week prior notice of such a notice.

23.5 The disciplinary sub-committee may impose fines and penalties for certain types of misconduct as described and set out in the disciplinary procedures approved at a general meeting by a 50% PLUS 1 majority.

23.6 A member of the Association may appeal to the decision of the disciplinary sub-committee and refer this matter to the mediation or the Court.

24 ACCEPTANCE OF ASSOCIATION

The members of the Association hereby accept and hereby undertake (jointly and severally) to carry out the terms and conditions and stipulations contained in this Constitution.

DATED AND SIGNED AT Nelspruit ON THIS 05 DAY OF SEPTEMBER 2011.

[Handwritten Signature]
 Khathazile Tryphina Mabilane
 Identity number :510128 0636 08 6
 CHAIRPERSON

[Handwritten Signature]
 Jabulani Marcus Mathebula
 Identity number: 681115 5392 08 1
 SECRETARY