

REPUBLIC OF SOUTH AFRICA
COMPANIES ACT, 1973
(hereinafter referred to as "the Act")

MEMORANDUM OF ASSOCIATION

OF A COMPANY NOT HAVING A SHARE CAPITAL
"Section 54 [1]; Regulation 17[3]"
Registration No. of Company: 90/04673/08

1. NAME

- 1.1 the name of the Company is
KYALAMI ESTATES HOMEOWNERS' ASSOCIATION
(Association incorporated under Section 21)
(hereinafter referred to as 'the Association')
- 1.2 The name of the Association in the other official language of the Republic is:
— Not applicable —
- 1.3 The shortened form of the name of the Association is:
— Not applicable —
- 1.4 The financial year-end of the Association is the 31st March each year.

2. PURPOSE DESCRIBING MAIN BUSINESS

The main business which the Association is to carry on, is:
to promote, advance and protect the communal interests of the occupiers of the property in the townships of Kyalami Estates and its extensions as developed by Amaprop Townships Limited, ("Amaprop") from time to time situated on Portion 109 of the Farm Bothasfontein No. 408 - JR and in particular so promoting such communal interests to ensure acceptable aesthetic, architectural, environmental standards in the township, to promote security services and systems to ensure acceptable security standards within the township and to maintain recreational facilities within the township.

3. MAIN OBJECT

The main object of the Association is:
to promote communal interests

4. ANCILLARY OBJECTS EXCLUDED

None of the ancillary objects referred to in Section 33(1) of the Act, are excluded from the unlimited ancillary objects of the Association.

5. POWERS

- 5.1 The specific powers or part of any specific powers of the Association, if any, which is excluded from the plenary power or powers set out in Schedule 2 to the Act are powers (o) and (s).
- 5.2 The specific powers or part of any specific powers of the Association set out in Schedule 2 of the Act which are qualified under Section 34 of the Act are:
 - 5.2.1 power (k) to be modified to read as follows:
"To form and have an an interest in any company or companies having the same or similar objects to the Association for the purpose of acquiring the undertaking of all or any of the assets or liabilities of that company or companies of for any other purpose which may seem directly, or indirectly, calculated to benefit the Association, and to transfer to any such company or companies the undertaking of all or any of the assets or liabilities of the Association."
 - 5.2.2 power (l) to be modified to read as follows:
"To amalgamate with other companies having the same or similar objects to the Association."
 - 5.2.3 power (m) to be modified to read as follows:

"To take part in any management, supervision and control of business or operations of any other company or business having the same or similar objects as the Association and to ente into partnerships having the same or similar objects as the Association."

- 5.2.4 power (n) to be modified to read as follows:
"To remunerate any person or persons in cash for services rendered in its formation or the development of its activities."
- 5.2.5 power (r) to be modified to read as follows:
"To pay gratuities and pensions and to establish pensions schemes and incentive schemes in respect of its employees."

6. CONDITIONS

The special conditions which apply to the Association, and the requirements additional to those prescribed in the Act for their alteration are as follows:

- 6.1 The income and property of the Association whensoever derived shall be applied solely towards the promotion of its main object and no portion thereof shall be paid or transferred directly or indirectly, by way of dividend, bonus or otherwise howsoever, to the members of the Association or to its controlling or controlled company or its subsidiary company; provided that nothing herein contained shall prevent the payment in good faith of reasonable remuneration to any officer or servant of the Association or to any member thereof in return for any services actually rendered to the Association.
- 6.2 Upon its winding-up, deregistration, or dissolution, the assets of the Association remaining after the satisfaction of all its liabilities shall be given or transferred to some other association or institution or associations or members of the Association on or before the time of its dissolution or, failing such determination, by the Court; subject to the provisions of 6.3 below.
- 6.3 Upon the winding-up, deregistration or dissolution of the Association, the remaining assets will be distributed to the association or institutions within the Republic of South Africa which are themselves exempt from tax.

7. PRE-INCORPORATION CONTRACTS (IF ANY)

None.

8. GUARANTEE

- 8.1 The liability of members is limited to the amount referred to in 8.2. hereunder.
- 8.2 Each member undertakes to contribute to the assets of the Association in the event of it being wound-up either while he is a member or within 1(one) year thereafter, for the purpose of payment of the debts and liabilities of the Association contracted before he ceases to be a member, and of the costs, charges and expenses of the winding-up and for the adjustment of the rights of the contributors amongst themselves, an amount not exceeding R1,00 (one rand).
- 8.3 Anglo American Property Services (Proprietary) Limited, for its part undertakes to contribute to the assets of the Association, during the development period as defined in the Articles of Association and for a period of 1 (one) year thereafter, and for the same purposes and upon the same terms and conditions as referred to in 8.2 above the sum of R500,00 (five hundred rand).

9. ASSOCIATION CLAUSE

We the several persons, whose full names, occupations, residential, business and postal addresses are subscribed, are desirous of being formed into a company in pursuance of this Memorandum of Association and we respectively agree to become members of the Association.

REPUBLIC OF SOUTH AFRICA
COMPANIES ACT 61 OF 1973
AS AMENDED
A COMPANY NOT HAVING A SHARE CAPITAL

**ARTICLES OF ASSOCIATION OF
KYLAMI ESTATES
HOMEOWNERS' ASSOCIATION**

(Association incorporated under Section 21)
Registration No. of Company 90/04673/08

1. **PRELIMINARY**

The Articles of Table "A" contained in Schedule 1 to the Companies Act shall not apply to the Association.

2. **INTERPRETATION**

The following words shall, unless the context otherwise requires, have the meanings hereinafter assigned to them:

- 2.1 words signifying the singular number shall include the plural and vice versa;
- 2.2 words signifying the masculine shall include the feminine;
- 2.3 any words defined in the Companies Act No. 61 of 1973 and not defined hereunder shall bear the same meaning in these Articles of Association and any words defined in the Sectional Titles Act No. 95 of 1986 and not defined shall bear the same meaning in these Articles of Association in relation to Sectional Title matters referred to herein;
- 2.4 the headings of the Articles of Association are for reference purposes only and shall not be taken into account in the interpretation of these Articles;
- 2.5 the following words and expressions shall have the meanings hereinafter assigned to them:
- | Word and expression | meaning |
|--------------------------|---|
| 1. "the Act" | the Companies Act No. 61 of 1973 (as amended); |
| 2. "the Association" | Kyalami Estates Homeowners' Association; |
| 3. "the Auditors" | the auditors of the Association appointed in accordance with the Act; |
| 4. "Chairman" | the Chairman of the Board of Trustees; |
| 5. "Cluster unit" | a dwelling unit capable of being situated on its own subdivided Erf which may be registered in the Deeds Registry but excluding a Sectional Title Unit; |
| 6. "the developer" | Amaprop Townships Limited; "Amaprop"; |
| 7. "Development period" | the period from incorporation of the Association until 75% (seventy-five percent) of the units have been constructed and occupied or alternatively, the developer notifies the Association that it waives the rights herein conferred upon it prior to the expiry of the aforementioned period; |
| 8. "Managing agent" | any person or body appointed by the Association as an independent contractor to undertake the functions of the Association; |
| 9. "Member" | a member of the Association; |
| 10. "Special Resolution" | a resolution passed at a General Meeting of which:
(i) not less than 21 (twenty-one) clear days' notice has been given specifying the intention to propose a resolution as a special resolution;
(ii) the terms and effect of the resolution are specified in such notice; |
- at such meeting:
- (i) not less than $\frac{1}{4}$ (one fourth) of the Members entitled to vote thereat are present in person or by proxy;

- (ii) there has been a show of hands that the resolution has been passed by not less than $\frac{3}{4}$ (three fourths) of the number of Members of the Association entitled to vote whether in person or by proxy;
- 11. "Sectional Title Unit" a section shown as such on a Sectional Plan approved by the Surveyor General together with an undivided share in the common property as determined in accordance with the participation quota of that section which is in terms of the Sectional Titles Act No. 9 of 1986;
- 12. "Township" the township of Kyalami Estates and its extensions as and when developed by the Developer;
- 13. "Trustees" the trustees of the Association who shall for the purposes of the Act be the Directors of the Association;
- 14. "Unit" a dwelling unit as defined in the Johannesburg Town Planning Scheme of 1979 with or without outbuildings and whether held in terms of the Sectional Titles Act No. 95 of 1986, or situated on its own residential Erf, or subdivided Erf which may be registered at the Deeds Registry;
- 15. "Vice-Chairman" the Vice-Chairman of the Board of Trustees;
- 16. "writing" written, printed, type-written, lithographed or any other mechanical process or partly one and partly the other modes of representing or producing words in a visible form;
- 17. "works" construction works of any sort in relation to any improvement within the township which shall include the construction of all buildings, outbuildings, structures of any nature, swimming pools, tennis courts, walls, fences, paving and landscape architectural features.

3. MEMBERSHIP

The following words shall, unless the context otherwise requires, have the meanings hereinafter assigned to them:

- 3.1 The Association shall maintain at its registered office a register of Members of the Association as provided in Section 105 of the Act. The register of Members shall be opened to inspection, as provided in Section 13 of the Act;
- 3.2 Membership of the Association shall be limited to the Developer in its capacity as such (and represented by not more than 7 [seven] nominees) and to any other person who is in terms of the Deeds Registries Act (and, if applicable, the Sectional Titles Act), reflected in the records of the Deeds Office concerned as the registered owner of any unit in the Township;
- 3.3 Where the unit is owned by more than 1 (one) person all the registered owners of that unit shall together be deemed to be one Member of the Association and have the rights and obligations of one Members of the Association; provided however that all co-owners of any unit shall be jointly and severally liable for the due performance of any obligation to the Association;
- 3.4 When a Member becomes the registered owner of a unit, he shall ipso facto become a Member of the Association, and where he ceases to be the owner of any unit in the Township, he shall ipso facto cease to be a Member of the Association.

4. No Member shall let or otherwise part with occupation of his unit, whether temporarily or otherwise unless he has agreed with the proposed occupier of the unit that such occupier shall be bound by the terms and conditions of these present in favour of the Association as a stipulation alteri.

5. A Registered owner may not resign as a Member of the Association.

6. The rights and obligations of a Member shall not be transferable and every Member shall:

- 6.1 further the objects and interest of the Association to the best of his ability;

- 6.2 observe all rules made by the Association of the Trustees whether such rules form part of the Articles of Association or alternatively whether they form part of the House Rules or otherwise;
provided that nothing contained in these Articles of Association shall prevent a Member from ceding his rights in terms of these Articles as security to the mortgagee of that Member's unit.

7. LEVIES

- 7.1 The Trustees may from time to time make levies upon the Members for the purposes of meeting all expenses which the Association has incurred, or to which the Trustees reasonably anticipate the Association will be put in the attainment of its objects or the pursuit of its business.
- 7.2 The Trustees shall not less than thirty days prior to the end of each financial year, or so soon thereafter as is reasonably possible, prepare and serve upon every Member at the address chosen by him an estimate in reasonable detail of the amount which shall be required by the Association to meet the expenses during the following financial year, and shall specify separately such estimated deficiency, if any, from the preceding year. The Trustees may include in such estimate an amount to be held in reserve to meet anticipated expenditure not of an annual nature.
- 7.3 Each notice to each Member shall specify the contribution payable by that Member to such expenses and reserve fund.
- 7.4 Every levy shall be payable in equal monthly instalments, due in advance on the first day of each and every month of each financial year.
- 7.5 In the event of the Trustees for any reason whatsoever failing to prepare and timeously serve the estimate referred to in article 7.2 above, every Member shall until served with such estimate, continue to pay the levy previously imposed and shall after such service pay such levy as may be specified in the notice, on the manner specified in the notice referred to in article 7.2 above.
- 7.6 The Trustees may from time to time impose special levies upon the Members in respect of all expenses as are mentioned in article 7.1, which are not included in any estimate made in terms of article 7.2, and may in imposing such levies further determine the terms of payment thereof.
- 7.7 The Trustees shall be empowered to impose fines in respect of non-compliance with the provisions of these articles and / or to charge interest on any arrear levies, and to determine the rate of interest from time to time chargeable upon such arrear levies, which shall be in addition to such other rights as the Association may have in law as against its Members, provided that such interest may not exceed the rate laid down in terms of the Usury Act No. 73 of 1968, as amended.
- 7.8 Any amount due by a Member by way of fines, levy and / or interest shall be deemed to be a debt by him to the Association. The obligation of the Member to pay a levy and interest shall cease upon his ceasing to be a Member without prejudice to the Association's rights to recover all arrear levies and interest. No fines, levies or interest paid by a Member shall under any circumstance be payable to the Association upon his ceasing to be a Member. A Member's successor in title to a unit shall be liable as from the date upon which he becomes a Member pursuant to the transfer of that unit, to pay the levy and interest thereon attributable to that unit.
- 7.9 No unit shall be capable of being transferred without a Certificate first being obtained from the Association confirming that all levies and interest have been paid up to and including date of registration of transfer of a unit.
- 7.10 In calculating the levy payable by any Member, the Trustees shall, as far as reasonably practicable:
- 7.10.1 assign those costs arising directly out of the unit itself to the Member owning such unit;

- 7.10.2 in the case of a Cluster Development pro rata to the fraction which would have been assigned to each unit as a participation quota in terms of the Sectional Titles Act had the development been a Sectional Title Development and all the Cluster Units thereon Sections;
- 7.10.3 assign those costs relating to the township generally to the owners of all units equally, provided however that the Trustees may in any cause where they consider equitable to do so, assign to any Member any greater or lesser share of the costs as may be reasonable in the circumstances.
- 7.11 For the purposes of determining the amount to be contributed by the developer in respect of levies, the developer shall be deemed to be the owner of the unit for each stand remaining registered in the name of the developer provided that the developer's obligations hereunder shall cease upon the termination or expiry of the development period.
- 7.12 The Trustees may enter into an agreement or agreements with the developer for the provision of a capital sum and / or the transfer of land and / or equipment to the Association in lieu of levies.

8. RULES

- 8.1 Subject to the provision of the Memorandum and Articles of Association and any restriction imposed or direction given at a General Meeting of the Association, the Trustees may from time to time make rules in regard to:
 - 8.1.1 the standards and guidelines for the architectural design of all buildings and outbuildings, structures of any nature, swimming pools, tennis courts and all additions and alterations to any such buildings or outbuildings or structures erected or to be erected in the Township, and in particular to control the design of the exterior of such buildings, outbuildings or structures and the materials used on such exterior to ensure an attractive, aesthetically pleasing character to all the buildings in the township;
 - 8.1.2 the siting of all buildings, outbuildings, structures of any nature, swimming pools, tennis courts and all additions and alterations thereto;
 - 8.1.3 the standards, guidelines and controls for the design of all siteworks, buildings, structures, installations and projections on the properties in the township including aeriels, pergolas, side walls, swimming pools, tennis courts, awnings, jacuzzis, carports, paved pathways and; landscaping features and works as well as the right to set standards, guidelines and controls for the erection of double storey units together with the right to relax such standards, guidelines and controls so set;
 - 8.1.4 the preservation of the environment including the right to control vegetation, the right to prohibit and / or control the erection of fences, whether upon or within the boundaries of any properties;
 - 8.1.5 the right to prohibit, restrict or control the keeping of any animal which they regard as dangerous or a nuisance;
 - 8.1.6 the conduct of any persons within the township for the prevention of nuisance of any nature to any Member;
 - 8.1.7 the preservation of the natural environment, vegetation and flora in the township;
 - 8.1.8 the use of services, entertainment and recreation areas, amenities and facilities including the right to make reasonable charge for the use thereof;
 - 8.1.9 the standards and guidelines for security systems for all buildings, outbuildings, walls and structures of any nature including the standards and guidelines for the installation of security systems;
 - 8.1.10 for the furtherance and promotion of any of the objects of the Association and / or for the better management of the affairs of the Association and / or for the advancement of the interests of Members and / or residents in the township;
 - 8.1.11 for the maintenance of all buildings, outbuildings, structures, security systems, improvements of any nature and landscaping within the township;
 - 8.1.12 the control of the operations and movements of builders, subcontractors, their employees, agents or assigns within the township;

- 8.1.13 obtaining building, alteration and landscaping deposits from each Member or proposed Member prior to the commencement of any building, alterations and / or landscaping so as to compensate any party for any destruction or damage which might have arisen as a result of such building, operations and / or landscaping being effected. Such deposits shall be refunded to the Member, less any deductions aforementioned, free of interest within a reasonable period after the completion of the building, alterations and / or landscaping.
- 8.1.14 the control of the operations and movements of estate agents within the township which shall include control of their methods of sale, resale and / or advertising within the Township.
- 8.2 For the enforcement of any of the rules made by the Trustees in terms hereof, the Trustees may:
 - 8.2.1 give notice to the Member concerned requiring him to remedy such breach within the period as the Trustees may determine;
 - 8.2.2 take or cause to be taken such steps as they consider necessary to remedy the breach of the rule of which the Member may be guilty, and debit the cost of so doing to the Member concerned, which amount shall be deemed to be a debt owing by Member concerned to the Association; and / or
 - 8.2.3 impose a system of fines or other penalties. The amounts of such fines shall be reviewed and confirmed at each Annual General Meeting of the Association; and / or
 - 8.2.4 take such action including proceedings in Court, as they may deem fit
- 8.3 In the event of the Trustees instituting any legal proceedings against any Member or resident within the township for the enforcement of any of the rights of the Association in terms hereof, the Association shall be entitled to recover all legal costs so incurred from the Member or resident concerned, calculated on a scale as between an Attorney and his Client.
- 8.4 Should any of the rules be breached by any of the Member's household or his guests, lessees, servants, builders, landscapers or their agents, such breach shall be deemed to have been committed by the Member himself. Without prejudice to the foregoing, the Trustees may take such steps against the person actually committing the breach as they in their discretion may deem fit.
- 8.5 Should any Member dispute the fact that he has committed a breach of any of the rules, a committee of three Trustees appointed by the Chairman shall adjudicate upon the issue at such time and in such manner and according to such procedure provided that natural justice shall be observed as the Chairman may direct.
- 8.6 Any fine imposed upon any Member shall be deemed to be a debt due by the Member to the Association and shall be recoverable by ordinary civil process,
- 8.7 Notwithstanding anything contained herein to the contrary, the Trustees may in the name of the Association enforce the provisions of any rules by civil application or action in a Court of competent jurisdiction and for this purpose may appoint such Attorneys and Counsel as they may deem fit.
- 8.8 The Association may in a General Meeting itself make any rules which the Trustees may make and may in General Meeting vary or modify any rules made by it or by the Trustees from time to time.

9. TRUSTEES

- 9.1 There shall be a Board of Trustees of the Association which shall consist of not less than 6 (six) nor more than 10 (ten) members.
- 9.2 A Trustee shall be an individual but need not himself be Member of the Association. A Trustee, by accepting his appointment to the office as such, shall be deemed to be bound by all the provisions of these presents.
- 9.3 The Board of Trustees shall, during the development period, consist of not less than 6 (six) nominees of the developer. Any other Trustees to be appointed to the office shall be elected by the Members on General Meeting, the developer being entitled in voting on the election of such Trustees, to exercise the voting rights conferred on it by Article 36.2 and Article 36.3. The first Trustees shall on registration of the Association be appointed by the developer.

10. **REMOVAL AND ROTATION OF TRUSTEES**

Save as set out in Article 12 below, and save for the 6 (six) Trustees appointed by the developer in terms of Article 9.3 above, each Trustee shall continue to hold office as such from the date of his appointment to office until the Annual General Meeting next following from his said appointment, at which meeting each Trustee shall be deemed to have retired from office as such but will be eligible for re-election to the Board of Trustees at such Meeting.

11. A Trustee shall be deemed to have vacated his office upon:

- 11.1 his having become disqualified to act as a Director in terms of the Act;
- 11.2 he being removed from office as provided for in Section 220 of the Act;
- 11.3 he being disentitled to exercise a vote in terms of Article 37 below.

12. Upon any vacancy occurring in the Board of Trustees prior to the next Annual General Meeting, the vacancy in question shall be filled by a person nominated by those remaining for the time being of the Board of Trustees, provided however that, if the Trustee who vacates his office as aforesaid was a nominee of the developer, the developer shall be entitled to nominate a Trustee in his stead.

13. **CHAIRMAN AND VICE-CHAIRMAN**

The Trustees shall, within 14 (fourteen) days after each Annual General Meeting appoint from their number a Chairman and Vice-Chairman, who shall hold their respective offices until the next Annual General Meeting after the said appointments, provided that the office of the Chairman or Vice-Chairman shall ipso facto be vacated by a Trustee holding such office upon his ceasing to be a Trustee for any reason. No one Trustee shall be appointed to more than one of the aforesaid offices. Should any vacancy occur in either of the aforesaid offices at any time, the Board of Trustees shall immediately appoint one of their number as a replacement in such office.

14. Except as otherwise provided, the Chairman shall preside at all meetings of the Board of Trustees and all general meetings of the Members and in the event of his not being present within 10 (ten) minutes of the scheduled time for the start of the meeting or in the event of his inability or unwillingness to act, the Vice-Chairman shall act in his stead, or failing the Vice-chairman, a Chairman appointed by the meeting.

15. **TRUSTEES' EXPENSES**

Trustees shall be entitled to be repaid all reasonable and modified expenses incurred by them respectively in or about the performance of their duties as Trustees, provided that Trustees shall not be entitled to any remuneration for performance of their duties in term hereof unless the association in General Meeting decides otherwise.

16. **POWER OF TRUSTEES**

16.1 Subject to the provisions hereof, the Trustees shall manage and control the business and affairs of the Association, shall have full powers in the management and direction of such business and affairs including the right of appointment and dismissal of the managing agent, may exercise all such powers of the Association and do all such acts on behalf of the Association as may be exercised and done by the Association and as are not by the act or by these presents required to be exercised or done by the Association in General Meetings, subject however to such rules as may have been made by the Association in General Meeting or as may be made by the Trustees from time to time.

16.2 Save as specifically provided herein, the Trustees shall at all time have the right to engage on behalf of the Association the services of accountants, auditors, attorneys, advocates, engineers, a managing agent, a township manager or any other professional firm or person or other employees whatsoever for any reasons deemed necessary by the Trustees and on such terms as the Trustees shall decide.

16.3 The Trustees shall further have power to:

- 16.3.1 require that any works being constructed within the township shall be supervised to ensure that the provisions of these presents and of the Rules are complied with and that all work is performed in a proper and workmanlike manner;
 - 16.3.2 issue and architectural and environmental design and maintenance manual in respect of the township.
17. The Board of Trustees shall have the right to co-opt onto the Board any person or persons and who need not necessarily be a Member of the Association.
18. 18.1 The Trustees shall be entitled to appoint committees consisting of their members and such outsiders, including the managing agent and / or a township manager, as they may deem fit and to delegate to such committees such of their functions, powers and duties as they may deem fit, together with the further power to vary or revoke such appointments and delegations as the Trustees may from time to time deem necessary.
- 18.2 The Trustees shall appoint an architectural review committee which shall consist of:
- 18.2.1 a practising professional architect duly qualified to practice as such on his own account in the Republic of South Africa;
 - 18.2.2 1 (one) Trustee;
 - 18.2.3 such members as the Trustees may determine.
- 18.3 Members of the architectural review committee shall not necessary be required to be Members of the Association.
- 18.4 All plans for buildings, outbuildings, structures, additions, alterations and all plans for all works shall be submitted to the architectural review committee and the Trustees shall not approve nay plan in terms of Article 48below unless such plan shall first have been approved by the architectural review committee. The Trustees may if they deem fit delegate to the architectural review committee their functions and powers in terms of Article 48.

19. **PROCEEDINGS OF TRUSTEES**

The Trustees may meet together to attend to their business, adjourn and otherwise regulate their meetings as they think fit, subject to the provisions of these articles.

20. The quorum or the holding of any meeting of the Trustees shall be 5 (five) present personally, provided that during the development period the presence of at least 2 (two) nominees of the developer shall be necessary at all meetings of the Trustees in order to form a quorum. Any resolution passed by the Board of Trustees shall be carried on a simple majority of all votes cast. Should there be an equality of votes for and against any resolution, the resolution shall be deemed to have been defeated.

21. The Trustees shall cause the minutes of each meeting to be kept in accordance with Section 24 of the Act, which minutes shall be reduced to writing and certified as correct by the Chairman as soon as is reasonably possible after such meeting. All minutes of Trustees' meetings shall, after certification, be placed in a Trustees' Minute Book which shall be kept in accordance with the provisions of the law relating to keeping minutes of meetings of directors of companies. The Trustees' Minute Book shall be open for inspection at all reasonable times by any Trustee, the auditors, the Members and the managing agents.

22. Subject to the provisions of these articles, the proceedings of any Trustees' meeting shall be conducted in such reasonable manner and form as the Chairman of the meeting shall direct.

23. A resolution signed by all the Trustees shall be valid in all respects as if it had been duly passed at a meeting of the Board of Trustees.

24. **GENERAL MEETINGS OF THE ASSOCIATION**

- 24.1 The Association shall within 6 (six) months after the end of each financial year, hold an Annual General Meeting which shall be specified as such and shall comply with Article 27.

24.2 The Annual General Meeting shall be held at such time and place as the Trustees shall decide from time to time.

25. All General Meetings other than the Annual General Meeting shall be called Extraordinary General Meetings.

26. An Extraordinary General Meeting may be convened by the Trustees, on a requisition made in terms of Section 181(1) of the Act or in terms of Section 181(3) of the Act.

27. **NOTICE OF MEETINGS**

An Annual General Meeting and a meeting called for the passing of a Special Resolution shall be called by written notice in which 21 (twenty-one) clear days' notice is given. An Extraordinary General Meeting other than one called for the passing of a Special Resolution shall be called by written notice in which 14 (fourteen) clear days' notice is given. In each case the notice shall be exclusive of the day on which it is given, and shall specify the place, the day and hour of the meeting, and in the case of special business, in addition to any other requirements contained in these presents, the general nature of the business, and in the case of a Special Resolution, the terms and effects of the resolution and the reasons for it, shall be given in the manner hereinafter mentioned, or in such other manner, if any, as may be prescribed by the Trustees to such persons as are entitled to receive such notices from the Association; provided that a General Meeting of the Association shall, notwithstanding that it is called by shorter notice than that specified in these presents be deemed to have been duly called if it is so agreed;

27.1 in the case of a meeting called as the Annual General Meeting by all the Members entitled to attend and vote thereat; and

27.2 in the case of an Extraordinary General Meeting, by a majority in number of the Members having a right to attend and vote at the meeting; being a majority together with holding not less than 95% of the total voting rights of all Members.

28. 28.1 Insofar as special notice may be required of a Resolution, whether by any provision of the Act or in terms of these articles, then the provisions of Section 186 of the Act shall apply;

28.2 The Association shall comply with the provisions of Section 185 of the Act as to giving of notices and circulating statements on the requisition of Members.

28.3 The accidental omission to give notice of a meeting or of any resolution, or to give any other notification, or present any document required to be given or sent in term of these presents, or in terms of the Act, or non-receipt of any such notice, notification or document by any Member or other person entitled to receive the same, shall not invalidate the proceedings at any meeting or shall not invalidate any resolution passed at any meeting.

29. **QUORUM**

No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business. The quorum necessary for the holding of a General meeting shall be:

29.1 during the development period all the votes of the developer plus 25% (twenty-five per centum) of the votes in number of other Members of the Association entitled to vote for the time being; or

29.2 after the development period, 25% (twenty-five per centum) of the votes in numbers of all Members of the Association entitled to vote for the time being; provided that at no stage shall a quorum be less than 3 (three) Members present.

30. If within half an hour from the time appointed for the holding of a General Meeting a quorum is not present, the meeting shall stand adjourned to the same day in the next week at the same place and time or such other place as the Chairman of the meeting shall appoint, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting, the Members present shall constitute a quorum.

31. **AGENDA**

In addition to any other matters required by the Act or in terms of these articles to be dealt with at an Annual General Meeting, the following matters shall be dealt with at every Annual General Meeting:

- 31.1 the consideration of the Chairman's report;
- 31.2 the election of Trustees;
- 31.3 the consideration of any other matters raised at the meeting, including any resolutions proposed for adoption by such meeting and the voting upon any such resolution;
- 31.4 the consideration of the accounts of the Association for the preceding financial year;
- 31.5 the consideration of the report of the auditors and the fixing of remuneration for the auditors.

32. **PROCEEDINGS AT GENERAL MEETINGS**

The Chairman may, with the consent of any General Meeting at which a quorum is present and shall, if so directed by the meeting, adjourn a meeting from time to time and place to place but no business shall be transacted at any adjourned meeting which might have been transacted at the meeting from which the adjournment took place. Should a meeting be adjourned for 10 (ten) days or more, notice of the adjourned meeting shall be given in the same manner as of an original meeting. Save as aforesaid, the Members shall not be entitled to any notice of adjournment or of the business to be transacted at an adjourned meeting.

33. **PROXIES**

A Member may be represented at a General Meeting by a proxy, who need not be a Member of the Association. the instrument appointing a proxy shall be in writing duly signed by the Member concerned or his agent duly authorised in writing, but need not be in a particular form provided that, where a Member is more than 1 (one) person, a majority of those persons shall sign the instrument appointing a proxy on such Member's behalf.

34. The instrument appointing a proxy and the Power of Attorney or any other authority under which it is signed shall be tabled at the meeting at which the person named in the instrument proposes to vote. No instrument appointing a proxy shall be valid after the expiration of 6 (six) months from the date when it was signed unless so specifically signed in the proxy itself.

34.1 the instrument appointing a proxy shall be in the following form or as near thereto as circumstances permit:

I,
of
being a Member of
hereby appoint
of
or failing him
of
or failing him
as my proxy to vote for me and on my behalf at the General Meeting (as the case may be) of
the Association to be held on the day of and at any
adjournment thereof as follows:

	In favour	Against	Abstain
Resolution to			
Resolution to			
Resolution to			

(indicate instruction to proxy by way of a cross in space provided above)

Unless otherwise instructed, my proxy may vote as he thinks fit.

Signed this day of 20

SIGNATURE

35. A vote given in accordance with the terms of a proxy shall be valid notwithstanding the previous death of the principal or revocation of the proxy, provided that no intimation of the death or revocation shall have been received by the Trustees and the proxy at any time prior to the vote being taken in respect of which the proxy exercises such vote.

36. **VOTING**

At every General Meeting:

36.1 During the development period, the developer shall have 500 (five hundred) votes in addition to the votes conferred upon it in terms of Article 36.2 below;

36.2 Every Member, including the developer shall be entitled to vote in person or by proxy and shall have one vote for each unit of residential Erf registered in his name;

36.3 If a unit or residential Erf is registered in the name of more than one person, then all such co-owners shall jointly have 1 (one) vote;

36.4 Any Member including the developer holding undeveloped land in the township shall have 1 (one) vote for each separate piece of land registered in his name. Subject to the provisions of these articles, no person other than a duly registered Member who has paid every levy and other sum, if any, which shall be due and payable to the Association in respect of or arising out of his membership and who is not under suspension, shall be entitled to present or to vote on any question, either personally or by proxy, at any General Meeting.

37. 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 demanded by the Chairman or Members referred to in Section 198(1) of the Act. Unless a poll is demanded before or on the declaration of the result of a show of hands, a declaration by the Chairman that a resolution has, on a show of hands, been carried or carried forward unanimously or by a particular majority or negatived, and an entry to that effect in the Minute Book of the Association, shall be as conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour or against such resolution. A demand for a poll may be withdrawn.

38. Should a poll be demanded, it shall be taken in such a 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. The Chairman shall be entitled to a second or third casting vote should there be an equality of votes, whether on a show of hands or on a poll.

38.1 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 a poll is demanded.

39. Every resolution and every amended resolution proposed for adoption by a General Meeting shall be seconded at the meeting and, if not so seconded, shall be deemed not to have been proposed.

40. An ordinary resolution or the amendment of any ordinary resolution shall be carried on a simple majority of all votes cast. Should there be an equality of votes for and against any resolution, the resolution shall be deemed to have been defeated.

41. Unless any Member present in person or by proxy at a General Meeting shall have objected to any declaration made by the Chairman of the meeting, prior to the closure of the meeting, as the result of any voting at the meeting, whether by a show of hands or otherwise, or to the correctness or validity of the procedure at such a 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 respects be deemed to have been properly and validly constituted and conducted and an entry in the Minutes to the effect that the motion has been carried or lost, with or without a record of the number of votes recorded in favour of or against such motion, such be conclusive evidence of the votes so recorded.

42. **ACCOUNTS**

The accounts and books of the Association shall be open for inspection by the Members at all reasonable times during business hours and shall from time to time in accordance with Section 286 and Section 288 of the Act be laid before the Association in General Meeting.

43. The auditors shall examine the correctness of the accounts of the Association once in each financial year. The appointments, rights, remuneration and duties of the auditors shall be regulated in accordance with "Chapter X" of the Act.

44. **SERVICE OF NOTICES**

A notice may be served by the Association upon any Member at the address of any unit owned by him unless the Member shall have notified the Association in writing per registered post of another address for service of notices. Any notice served by post shall be deemed to have been served on the day but one following that on which the letter containing same was posted.

45. **INDEMNITY**

Every Trustee, servant, agent and employee of the Association and any managing agent, his employees, nominees or invitees, shall be indemnified by the Association against all costs, losses and expenses (inclusive of travelling expenses), which such person or persons may incur or become liable for by reason of any contract entered into or by any act or deed done by such person or persons in the discharge of their respective duties, including, in the case of a Trustee, his duties as Chairman or Vice-Chairman. without prejudice to the generality of the foregoing, the Association shall specifically indemnify every such person against all losses of whatsoever nature incurred arising out of any bona fide act, deed or letter done or written by him jointly or severally on connection with the discharge of his duties.

46. **GENERAL**

The Trustees may serve notice on an Member to the effect the the Trustees consider the appearance of any land or building invested in by the Member or Members as unsightly or injurious to the amenities of the surrounding area. In such notice the Trustees shall specify the steps that are to be taken by the Member or Members to eliminate such unsightly or injurious conditions. Should the Member or Members fail to comply therewith, within a reasonable time as specified in such notice, the Trustees may enter upon the property concerned and take such steps as may be necessary and recover the cost thereof from the Member or Members concerned, which cost shall be deemed to be a debt due and owing to the Association.

47. The Trustees shall be obliged in giving such notice to act reasonably.

48. No person shall within the township commence with the construction of any building or structure or any additions or alterations thereto of any works of whatsoever nature as defined in article 16.3.1 unless he has submitted to the Trustees for examination an approval or refusals of such plans or or building structure, alterations or addition as the Trustees my require. The Trustees shall have powers in approving any plan to lay down such reasonable conditions as they deem fit.

49. The Association may require any Member to maintain a sidewalk adjacent to his property and in the event of such Member failing to maintain such sidewalk to the satisfaction of the Association, the Association shall be entitled to take such action as may be necessary for the maintenance of such sidewalk, and to charge such Member concerned.

50. The Association may enter into agreements with Members for the provision of amenities and services to the Members and to levy a reasonable charge in respect of the provision thereto.

51. Should the Association provide security services and / or other services for members in the township, all Members shall be obliged to:

- 51.1 permit the installation of any equipment in the units for the purposes of such services as may be determined by the Association from time to time;
- 51.2 to make payment of charges raised by the Association in respect of such services;
- 51.3 abide by such terms and conditions of the provisions of such services as may be laid down by the Association from time to time.

52. Where the boundary of a Member's property also constitutes the boundary of the township, such Member shall be obliged to permit the Association to erect upon such Member's property immediately adjacent to such boundary, walling, fencing, barbed wire, or other equipment as the developer and / or the Association may determine. Such Member shall not be entitled to interfere in any manner with such walling, fencing, barbed wire or equipment to effect such repairs as may be necessary from time to time. Should any such Member wishing to erect his own walling, fencing, barbed wire or equipment, he shall be obliged to erect same within the walling or fencing referred to above and subject to such conditions as the Association may lay down and to permit the Association access to the boundary walling, fencing, barbed wire or equipment concerned.

53. The Trustees may delegate any or all of their powers to a managing agent and / or a township manager as they may determine subject to any restriction imposed or direction given at any General Meeting of the Association.

54. **DIVIDENDS**

No dividends whatsoever shall be declared or paid by the Association.

55. **SPECIAL RESOLUTIONS**

55.1 Should less than one fourth of the total votes of all the Members of the Association be present or represented at a meeting called for the purpose of passing a Special Resolution, the meeting shall stand adjourned to a day not earlier than 7 (seven) days and not later than 21 (twenty-one) days after the date of the meeting. At the adjourned meeting notwithstanding that there may be less than $\frac{1}{4}$ (one fourth) of the total votes represented, the resolution may nevertheless be passed as a Special Resolution provided that the remaining requirements of a Special Resolution are met.

55.2 A resolution may be proposed and passed as a Special Resolution notwithstanding that 21 (twenty-one) clear days' notice has not been given provided that:

55.2.1 the majority of the Members of the Association having the right to attend and vote at such meeting and holding an aggregate of not less than 25% (twenty-five per centum) of the total votes consents thereto;

55.2.2 a copy of such consent on the prescribed form is lodged with the Registrar together with a copy of the Special Resolution.

55.3 A copy of the notice convening the meetings, where applicable the consent referred to above and the Special Resolution itself shall be lodged with the Registrar for registration within 1 (one) month of the passing of the Special Resolution.

55.4 After registration of the Special Resolution a copy shall be annexed or embodied in the Articles of Association.

55.5 Any such Special resolution shall not take effect until it has been duly registered by the Registrar in terms of the Act.