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VORM CM 44B

REPUBLIC OF SOUTH AFRICA

COMPANIES ACT, 1973

**ARTICLES OF ASSOCIATION OF A COMPANY
NOT HAVING A SHARE CAPITAL**

Section 60(1); regulation 18

REGISTR.



COMPANIES AND INTELLECTUAL
PROPERTY REGISTRATION OFFICE

SUGAR BUSH ESTATE HOME OWNERS ASSOCIATION

2006/029759/08

REGISTRATEUR VAN MAATSKAPPYE EN VAN BESLOTE KORPORASIES
2006 -09- 20
REGISTRAR OF COMPANIES AND OF CLOSE CORPORATIONS

NAME OF COMPANY:

**SUGAR BUSH ESTATE HOME OWNERS ASSOCIATION
(ASSOCIATION INCORPORATED UNDER SECTION 21)**

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

Memorandum and Articles of Association follows

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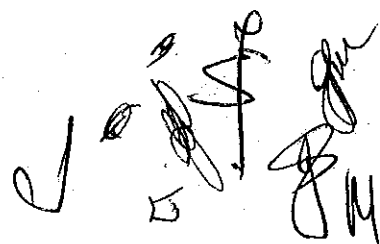
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ARTICLES OF ASSOCIATION

of

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REPUBLIC OF SOUTH AFRICA
COMPANIES ACT, 1973

ARTICLES OF A COMPANY
NOT HAVING A SHARE CAPITAL

Registration Number of Company:

NAME OF COMPANY:

SUGAR BUSH ESTATE HOME OWNERS ASSOCIATION
(Association incorporated under Section 21)

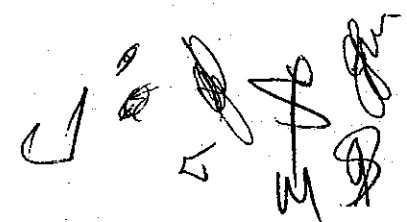
1. **PRELIMINARY**

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

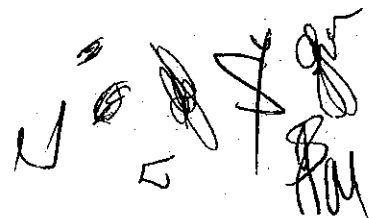
2. **DEFINITIONS**

2.1 In these presents the following words shall, unless the context otherwise requires, have the meanings hereinafter assigned to them:

"The Act"	means the Companies Act, 1983;
"Auditors"	means the auditors of the Association;
"Chairman"	means the chairman of the Board of Trustees;
"The Association"	means SUGAR BUSH ESTATE HOME OWNERS ASSOCIATION
"Trustees"	means the Trustees of the Association who shall, for the purposes of the Act, be the Directors of the Association;
"Managing Agent"	means any person or body appointed by the Association as an independent contractor to undertake any of the functions of the Association;



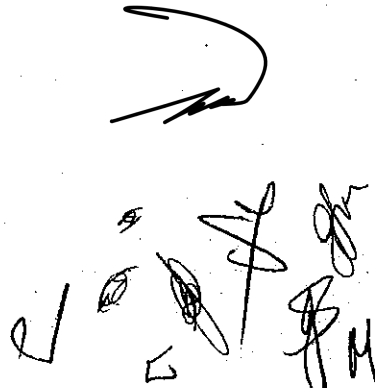
"The Developer"	means LANDEV (PTY) LTD
"in writing"	means written, printed or lithographed or partly one and partly another, and other modes of representing or producing words in a visible form;
"Unit"	means a dwelling unit for a single family, as defined in the Mogale City Town Planning Scheme, with or without outbuildings, and whether held under tenure in terms of the Sectional Titles Act No. 66 of 1971, as amended, or situated on its own residential lot or individual subdivision of a residential lot, tenure of which may be registered in the Land Register of the Deeds Registry;
"Township"	means the township Sugar Bush Estate;
"Member"	means a member of the Association;
"Vice Chairman"	means the vice-chairman of the Board of Trustees;
"Development Period"	means the period from the establishment of the Association until all Units permitted in terms of the applicable Town Planning Scheme have been built; alternatively, the Developer notifies the Association that the Development of the Township has ceased, whichever is the earlier.



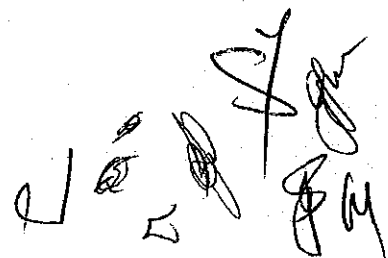
- 2.2 Unless the context otherwise requires, any words importing the singular number shall also include the plural number and vice versa and words importing any one gender shall include the other two genders.
- 2.3 Subject as aforesaid, to any words or expressions defined in the Act or in the Sectional Titles Act, 1971, or any statutory modifications of such Acts in force at the date on which these presents become binding on the Association shall, if not inconsistent with the subject or context, bear the same meaning in these presents.

3. **MEMBERSHIP**

- 3.1 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 land or Unit in the Township.
- 3.2 Where any Unit is owned by more than one person, all the registered owners of the Unit shall together be deemed to be one Member of the Association and have the rights and obligations of one Member 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.
- 3.3 When a Member becomes the registered owner of a Unit, he shall ipso facto become a Member of the Association, and when he ceases to be the owner of any Unit in the Township, he shall ipso facto cease to be a Member of the Association.

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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 such Unit as a stipulatio alteri in favour of the Association that such occupier shall be bound by all the terms and conditions of these presents.
5. A registered owner of a Unit 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 to the best of his ability the objects and interest of the Association;
 - 6.2 Observe all rules made by the Association or the Trustees; 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 impose levies upon the Members for the purpose of meeting all the 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 and without derogating from the generality hereof, with specific reference to the maintenance of the internal roads not taken over by the Mogale City Local Municipality.



7.2 The Trustees shall be empowered, in addition to such other rights as the Association may have in law as against its Members, to determine the rate of interest from time to time chargeable upon arrear levies, provided that such rate of interest shall not exceed the rate laid down in terms of the Limitation and Disclosure of Finance Charges Act No. 73 of 1968, as amended.

7.3 Any amount due by a Member by way of levy and interest shall be a debt due by him to the Association. The obligation of a Member to pay a levy and interest shall cease upon his ceasing to be a Member, without prejudice to the Association's right to recover arrear levies and interest. No levies or interest paid by a Member shall under any circumstances be repayable by 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.

8. **RULES**

8.1 Subject to 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 and all additions and alterations to any such buildings, 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 and colours used on such exteriors to ensure an attractive, aesthetically pleasing character to all the buildings in the Township;

General Meeting

[Handwritten signatures and initials]

- 8.1.2 The siting of all buildings, outbuildings, structures of any nature and all additions and alterations to any thereof;
- 8.1.3 The standards and guidelines for the design of all site works, buildings, structures, installations and projections on the properties in the Township, including aeries, pergolas, side walls, swimming pools, Jacuzzis, carports and paved pathways.
- 8.1.4 The preservation of the environment including the right to control vegetation and the right to prohibit and/or control the erection of fences, whether upon or within the boundaries of any property;
- 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 placing or fixing of ornamentation or embellishments upon the outside of buildings including the power to remove any such objects;
- 8.1.7 The conduct of any persons within the Township for the prevention of nuisance of any nature to any Member;
- 8.1.8 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.

- 8.2 For the enforcement of any of the rules made by the Trustees in terms hereof, the Trustees may:

Enforcement Rules

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8.2.1 Give notice to the Member concerned requiring him to remedy such breach within such period as the Trustees may determine;

8.2.2 Take or cause to be taken such steps as they may 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 the Member concerned to the Association; and/or

Fines
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

Coercive Action
8.2.4 Take such other action including proceedings in Court, as they may deem fit;

Recovery legal costs
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 as between attorney and client.

8.4 In the event of any breach of the rules by the members of any Member's household or his guests or lessees, such breach shall be deemed to have been committed by the Member himself, but without prejudice to the foregoing, the Trustees may take or cause to be taken such steps against the person actually committing the breach as they in their discretion may deem fit.

[Signature]

[Signature]

Adjudication
8.5 in the event of any Member disputing the fact that he has committed a breach of any of the rules, a committee of 3 (three) Trustees appointed by the Chairman for the purpose 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.

Fine
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.

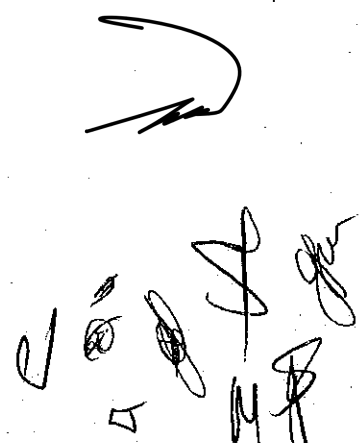
8.7 Notwithstanding anything to the contrary herein contained, the Trustees may, in the name of the Association, enforce the provisions of any rules by civil application or action in a Court of competent jurisdiction and for this purpose may appoint such attorneys and counsel as they may deem fit.

8.8 The Association may in 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 2 (two) and not more than 7 (seven) Members.

9.2 A Trustee shall be an individual but need not himself be a Member of the Association. A Trustee, however, by accepting his appointment to office as such, shall be deemed to have agreed to be bound by all the provisions of these presents.

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- Development Period*
- 9.3 The Board of Trustees shall, during the Development Period, consist of not less than 4 (four) nominees of the Developer. Any other Trustees to be appointed to office shall be elected by the Members in general meeting, the Developer being entitled in voting on the election of such Trustees, to exercise the voting rights conferred upon it by Articles 36.1 and 36.2. 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 4 (four) 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 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 as such upon:

11.1 His having become disqualified to act as director in terms of the provisions of the Act;

11.2 His being removed from office as provided in Section 220 of the Act.

11.3 In the event of his being a Member of the Association, his 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.

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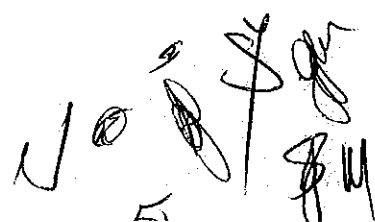
13. **CHAIRMAN AND VICE-CHAIRMAN**

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 Annual General Meeting next after their said appointments, provided that the office of 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 Trustee shall be appointed to more than one of the aforesaid offices. In the event of any vacancy occurring 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 Directors and all general meetings of Members and in the event of his not being present within 5 (five) 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 bona fide expenses incurred by them respectively in or about the performance of their duties as Trustees. Save as aforesaid, Trustees shall not be entitled to any remuneration for the performance of their duties in terms hereof.



16. **POWERS OF TRUSTEES**

16.1 Subject to the express provisions of these presents, 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 meeting, subject, however, to such rules as may have been made by the Association in general meeting or as may be made by the Trustees from time to time.

16.2 Save as specifically provided in these presents, the Trustees shall at all times have the right to engage on behalf of the Association the services of accountants, auditors, attorneys, advocates, architects, engineers, a managing agent and 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.

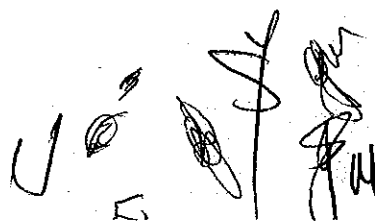
16.3 The Trustees shall further have power:

16.3.1 To require that any works being constructed within the Township, excluding any construction works by the Developer, be supervised to ensure that the provisions of these presents and the rules are complied with and that all work is performed in a proper and workmanlike manner;

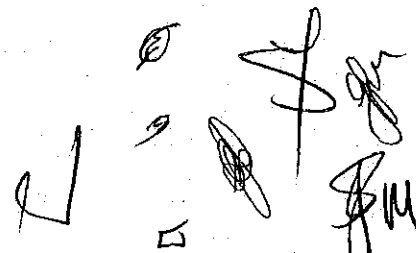
16.3.2 To issue an architectural design manual in respect of the Township.

17. The Board of Trustees shall have the right to co-opt onto the Board any person or persons chosen by it. A co-opted Trustee need not necessarily be a Member of the Association.

*Co-opt
Trustee.*



18. 18.1 The Trustee shall be entitled to appoint committees consisting of such number of their Members and such outsiders, including the Managing Agent, as they may deem fit and to delegate to such committees such of their functions, powers and duties as they may deem fit, with 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 practise as such on his own account in the Republic of South Africa, should the Trustees regard this as necessary;
- 18.2.2 2 (two) Trustees;
- 18.2.3 Such other members as the Trustees may determine from time to time.
- 18.3 Members of the architectural review committee shall not necessarily be required to be Members of the Association.
- 18.4 All plans for all buildings, outbuildings, structures, additions and alterations to be submitted in terms of Article 48 below shall be submitted by the Trustees to the architectural review committee and the Trustees shall not approve any plan in terms of Article 48 below unless such plan shall first have been approved by the architectural review committee. No plans will be approved unless they comply with the Site Development Plan approved by the Mogale City Local Municipality in respect of the total development of the township. The Trustees may, if they deem fit, delegate to the architectural review committee ~~their~~ functions and powers in terms of Article 48.

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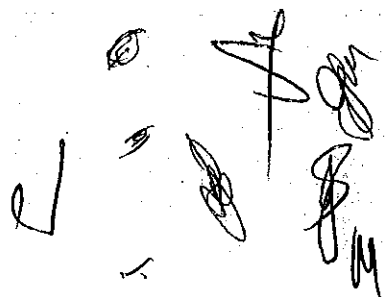
- 18.5 To enter into agreements with the Mogale City Local Municipality for the maintenance of the internal sewer and water pipelines and registration of such servitudes required by the Mogale City Local Municipality for the installation and maintenance of any internal services; and to enter into all such agreements, and to sign such documents which may be necessary for the implementation thereof, or anything incidental thereto.
- 18.6 To take transfer of the stands in the township on which the internal roads are situated, into the name of the Sugar Bush Estate Home Owners Association and all documents required to be signed for the transfer of the stands into the name of the Sugar Bush Estate Home Owners Association will be signed by any two trustees nominated by the Board of Trustees.

19. **PROCEEDINGS OF TRUSTEES**

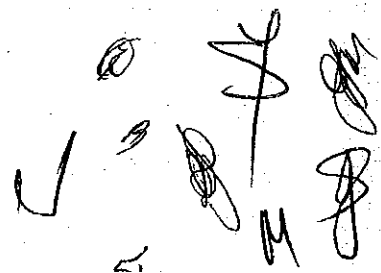
The Trustees may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit, subject to any provisions of these presents.

20. To quorum necessary for the holding of any meetings of the Trustees shall be 2 (two) present personally, provided, however, that during the Development Period the presence of at least 3 (three) nominees of the Developer shall be necessary at all meetings of Trustees in order to form a quorum. Any resolution of the Board of Trustees shall be carried on a simple majority of all votes cast. In the case of equality of votes for and against any resolution, the resolution shall be deemed to have been defeated.

*Development
Period
Quorum*



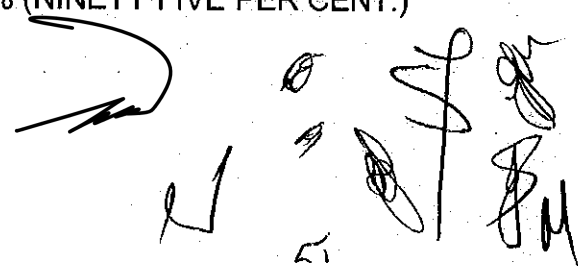
21. The Trustees shall cause minutes to be kept of every Trustees Meeting, which minutes shall, without undue delay after the meeting after the meeting has closed, be reduced to writing and certified correct by the Chairman. All minutes of Trustees meeting shall, after certification, be placed in a Trustees Minute Book to be kept in accordance with the provisions of the law relating to the keeping of minutes of meetings of directors of companies. The Trustees Minute Book shall be open for inspection at all reasonable times by any Trustee, the Auditors, the Members and the Managing Agent.
22. Save as provided in these presents, the proceedings of any Trustees Meeting shall be conducted in such reasonable manner and form as the Chairman of the meeting shall decide.
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 a general meeting as its Annual General Meeting in addition to any other general meetings during that year, and shall specify the meeting as such in the notices in terms of Article 27 below calling it.
 - 24.2 Such 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 Annual General Meetings shall be called extraordinary general meetings.



26. The Trustees may, whenever they think fit, convene an extra-ordinary general meeting which shall also be convened on a requisition made in terms of Section 181 of the Act, or in default, may be convened by the requisitionists as provided by and subject to the provisions of that Section.

27. **NOTICE OF MEETINGS:**

An Annual General Meeting and a meeting called for the passing of a special resolution, shall be called by 21 (twenty-one) clear days' notice in writing at least, and an extra-ordinary general meeting, other than one called for the passing of a special resolution, shall be called for by 14 (fourteen) clear days' notice in writing at the least. In each case the notice shall be exclusive of the day on which it is given and the day for which it has been called, and shall specify the place, the day and the 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 that 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 under these presents 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 95% (NINETY FIVE PER CENT.) of 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 holding not less than 95% (NINETY FIVE PER CENT.) 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 these presents, 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 notice 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 terms of these present, or in terms of the Act, or the 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, or any resolution passed at, any meeting.

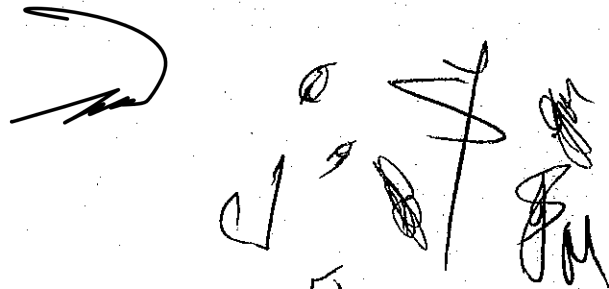
29. **QUORUM**

No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business. Three (3) Members personally present shall form a quorum.

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 at 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 be a quorum.

31. **AGENDA AT MEETINGS**

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

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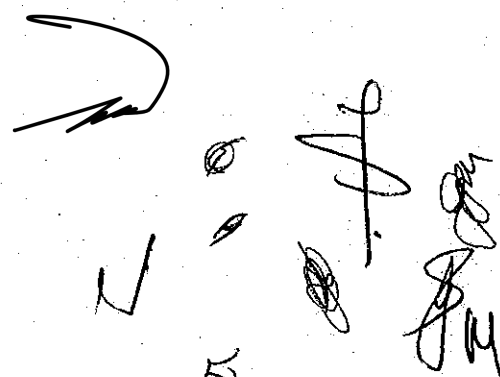
- 31.1 The consideration of the Chairman's report;
- 31.2 The election of Trustees;
- 31.3 The consideration of any other matters raised at the meeting, including any resolutions proposed for adoption, by such meeting and the voting upon any such resolutions;
- 31.4 The consideration of the accounts 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. **PROCEDURE AT GENERAL MEETINGS**

The Chairman may, with the consent of any general meeting at which a quorum is not 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 other than business which might have been transacted at the meeting from which the adjournment took place. Whenever a meeting is 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 signed by the member concerned or his agent, duly authorised in writing, but subject to Section 189 of the Act, need not be in any 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 Members' behalf.

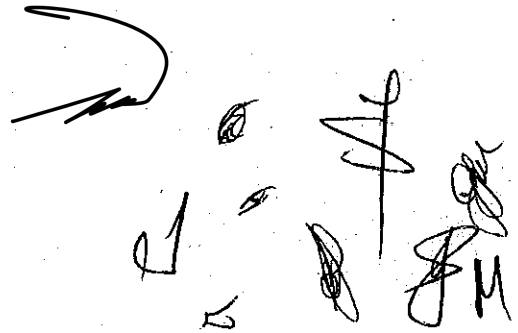
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34. The instrument appointing a proxy and the power of attorney or any other authority under which it is signed shall be tabled at the meeting at which the person named in the instrument proposes to vote. No instrument appointing a proxy shall be valid after the expiration of 12 (TWELVE) months from the date of its execution.
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 in writing of the death or revocation shall have been received by the Trustees at any time before a vote is taken in respect of which the proxy exercises such vote.

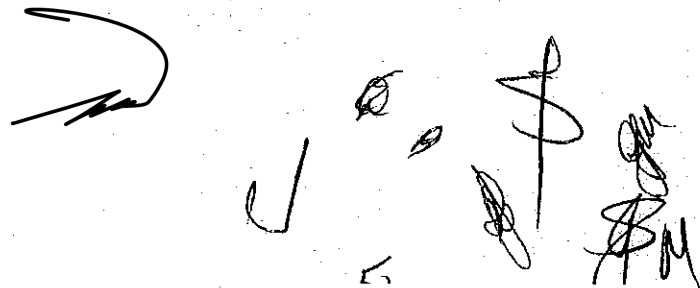
36. **VOTING**

At every general meeting

- 36.1 The Developer shall have 110 (ONE HUNDRED AND TEN) votes in addition to the votes conferred upon it in terms of Article 36.2. below, provided however that this provision shall apply during the Development Period only.
- 36.2 Every Member, including the Developer, in person or by proxy and entitled to vote, shall have 1 (ONE) vote for each Unit registered in his name.
- 36.3 If a Unit 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 holding undeveloped land in the Township shall have 1 (ONE) vote for each separate piece of land registered in his name.

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37. Save as expressly provided for in these presents, no person other than a Member duly registered and who shall have paid every levy and other sum, if any, which shall be due and payable to the Association in respect of or arising out of his membership and who is not under suspension, shall be entitled to be present or to vote on any question, either personally or by proxy, at any general meeting.
38. Unless the Chairman of the meeting otherwise directs, all voting shall be on a show of hands.
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 (that is a resolution other than a special resolution) or the amendment of an ordinary resolution shall be carried on a simple majority of all votes cast. In the case of 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, before the closure of the meeting, have objected to any declaration made by the Chairman of the meeting as to the result of any voting at the meeting as to the result of any voting at the meeting, whether by show of hands or otherwise, or to the propriety or validity of the procedure of such meeting, such declaration by the Chairman shall be deemed to be a true and correct statement of the voting, and the meeting shall in all respects be deemed to have been properly and validly constituted and conducted and an entry in the minutes to the effect that any motion has been carried or lost, with or without a record of the number of votes recorded in favour of or against such motion, shall be conclusive evidence of the votes so recorded.

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42. **ACCOUNTS**

The accounts and books of the Association shall be open to inspection of Members at all reasonable times during business hours.

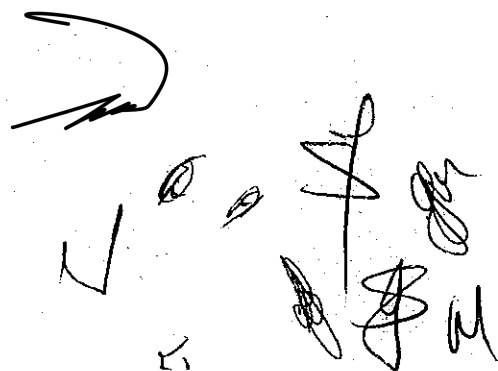
43. Once in each financial year the accounts of the Association shall be examined and the correctness thereof ascertained by Auditors. The duties of the Auditors shall be regulated in accordance with Chapter "X" of the Act.

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 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 the 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 (including travelling expenses) which such person or persons may incur or become liable for by reason of any contract entered into or any act or deed done by such person or persons in the discharge of 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 in connection with the discharge of his duties.

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46. **GENERAL**

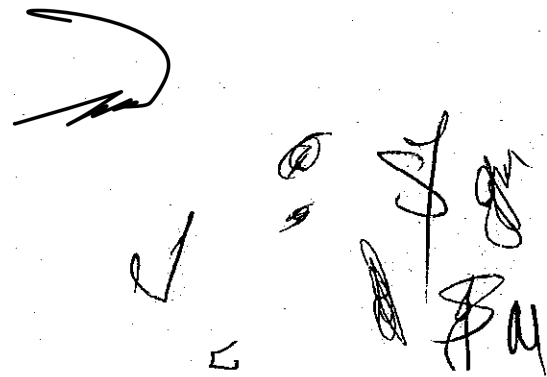
Whenever they consider that the appearance of any land or building vested in a Member or Members is such as to be unsightly or injurious to the amenities of the surrounding area of the Township generally, the Trustees may serve notice on such Member or Members to take such steps as may be specified in the notice to eliminate such unsightly or injurious condition. In the event of the member or Members failing within a reasonable time, to be specified in such notice, to comply therewith, the Trustees may take such steps as may be necessary, and recover the cost thereof from the Member or members concerned, which costs shall be deemed to be a debt owing to the Association.

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

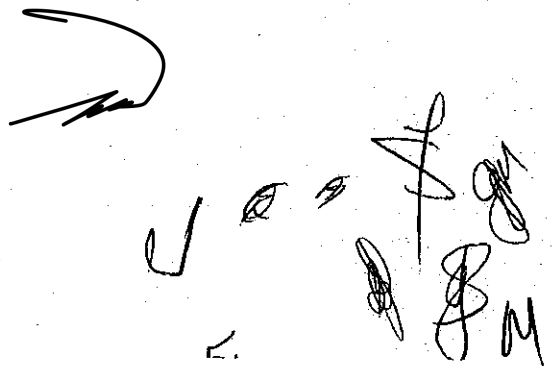
48. No person, other than the Developer, shall commence with the construction of any building or structure within the Township or any additions or alterations thereto unless he has submitted to the Trustees, for examination and approval or refusal, such plans for such building, structure, alteration or addition as are required in terms of the By-Laws of the Local Authority having jurisdiction over the Township, and any such additional plan or information relating to the proposed building, structure, alterations or additions as the Trustees may require. The Trustees shall have the power:

48.1 To charge a fee for the examination and approval or refusal of building plans;

48.2 In approving any plan, to lay down such reasonable condition as they may deem fit.

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49. No Member shall transfer his Unit until the Board of Trustees under the hand of one of its members has certified that the Member has at date of transfer fulfilled all his financial obligations to the Association. No Unit or any interest therein shall be alienated without the consent of the Association. No Unit or any interest therein shall be alienated without the consent of the Association. Such consent shall not be withheld unless:
- 49.1 Such Member is indebted to the Association in any way in respect of levies or other amounts which the Association may in terms of these presents be entitled to claim from him;
- 49.2 The proposed transferee has not agreed to become a Member of the Association;
- 49.3 Such Member remains in breach of any of the provisions of these presents or any rules after notice from the Trustees requiring him to remedy such breach.
50. The Trustees in issuing the certificate referred to in Article 49 above shall be entitled to charge a reasonable fee therefore to be determined by the Trustees from time to time subject to review by the Association in General Meeting.
51. The provisions of these Articles shall be binding upon all members and, insofar as they may be applicable to all persons occupying any Unit by, through or under any Member, whatever the nature of such occupation. No Member shall let or otherwise part with occupation of his Unit without the consent of the Association, which consent shall only be withheld if the Association is not satisfied that the proposed occupier of the Unit has not complied with the provisions of Article 4 above.

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52. The Trustees may delegate such of their powers to a Managing Agent as they may determine, subject to any restriction imposed or direction given at any general meeting of the Association.

53. **CONDITIONS IN RESPECT OF PROVISION OF STREETS AND PARKS**

53.1 The Home Owner's Association shall have full responsibility for the functioning and proper maintenance of those erwen to be transferred to it and/or park purposes and the engineering services contained thereon/including any stormwater attenuation structures located thereon/in. The local authority shall not be liable for the defectiveness of the surfacing of the roadway and/or any essential services;

53.2 The construction of any roadway portion transferred to the association shall be the responsibility of the land development applicant until transfer thereof has been effected to the Association, whereafter the Association will become liable for the maintenance thereof.

53.3 The Council's engineering services department including waste management and its emergency services are guaranteed 24 hour access to the Township to maintain Council's installations and provide services to the residents in the development.

54. **WINDING UP**

The winding up of the company by the members shall only be carried into effect after two thirds of the members present have supported the motion at an Annual General Meeting or at a Special Meeting, and shall be carried out in accordance with the provisions of sub-clause 6.2. of the memorandum of Association of the Company.

