

Republic of South Africa

Companies Act, 1973

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

[Section 54 (1) Regulation 17 (3)]

Registration No. of Company

Paste revenue receipt here or affix revenue stamps here or impress revenue franking machine impression here.

1. **NAME:**

- (a) The name of the Association is **GAMTOOS MOUTH HOMEOWNERS ASSOCIATION**
(Association Incorporated Under Section 21)
- (b) The name of the Association in the other official language of the Republic is **NONE.**
- (c) The shortened form of the name of the Association is **NONE.**
- (d) The financial year end of the Association is **30th of June.**

2. **PURPOSE DESCRIBING...../**

2. **PURPOSE DESCRIBING THE MAIN BUSINESS**

The main business which the Association is to carry on is :

To promote, advance and protect the communal interests of the owners and occupiers of the immovable properties comprising Portions 8, 9, 10, 20 and 32 of the farm Mauritzkraal No. 501, situate within the Local Authority Area of the Transitional Local Council of Hankey, Eastern Cape Province, and in particular in so promoting such communal interests, to ensure acceptable aesthetic, architectural, ecological, environmental and maintenance standards with the object of maintaining a rural atmosphere within and upon the aforementioned immovable properties and in particular in so promoting such communal interests to provide, promote and maintain essential and community services, and recreational and other amenities and facilities within and upon the aforementioned immovable properties.

3. **MAIN OBJECT**

The main object of the Association is :

To promote communal interests of the persons mentioned in 2 above.

4. **ANCILLARY OBJECTS EXCLUDED**

The specific ancillary objects, if any, referred to in Section 33 (1) of the Act, which are excluded from the unlimited ancillary objects of the Association -
No ancillary objects are excluded.

5. **POWERS**

5.1 The specific powers or part of any powers of the Association, if any, which are excluded from the plenary powers or the powers set out in Schedule 2 of the Act are:

The power referred to in (s) is excluded.

5.2 The specific powers or part of any specific powers of the Association as set out in Schedule 2 to the Act which are qualified under Section 34 of the Act are as follows:-

5.2.1 Paragraphs (a), (b) and (c) which will be exercised only in pursuance of the Main Object of the Association.

5.2.2 Power (k) which is amended to read as follows:-

"To form and have an interest in any company or companies or association of a similar nature having the same or similar objects as the Association, for the purpose of acquiring the undertaking or all or any of the assets or liabilities of that company or companies or associations or for any other purpose which may seem directly or indirectly, calculated to benefit the Association, and to transfer to any such company or companies or associations the undertaking or all or any of the assets or liabilities of the Association".

5.2.3 Power (l) which is amended to read as follows:-

"To amalgamate...../

"To amalgamate with other companies having the same or similar objects as the Association".

5.2.4 Power (m) which is amended to read as follows:-

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

5.2.5 Power (n) which is amended to read as follows:-

"To remunerate any person or persons in cash for services rendered in its formation or in the development, operation and management of its business."

5.2.6 Power (o) which is amended to read as follows:-

"To make donations except to the members or directors which power will be exercised only in pursuance of the main object of the Association."

5.2.7 Power (r) which is amended to read as follows:-

To pay gratuities and pensions and establish pension and/or provident schemes in respect of its bona fide employees."

6. CONDITIONS

Any special conditions which apply to the Association and the requirements, if any, additional to those prescribed in the Act for their alteration are:-

6.1 NON-PARTICIPATION IN PROFITS

The income and property of the Association whencesoever derived shall be applied solely towards the promotion of the objects of the Association, as set forth in this Memorandum of Association, and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to the members of the Association, or to its controlling or controlled 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 DISPOSAL OF ASSETS ON DISSOLUTION

Upon winding-up, de-registration or dissolution of the Association, if there remains, after the satisfaction of all liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Association, but shall be given or transferred to some other institution having a main object, powers and objects the same as the main object, powers and objects of the Association for the purpose of the promotion of communal interests upon the immovable properties referred to in clause 2 above, to be determined by the members of the Association at or before the time of dissolution, or failing such determination by the Court.

6.3 The Association may not carry on any business other than such business which is directly connected with the Association's main object referred to in clause 3 above.

- 6.4 The Association shall be entitled to bind members to contribute by way of subscriptions and levies towards the funds of the Association and to enforce payment and to collect and receive such subscriptions and levies from members.
- 6.5 The Association shall be entitled to enforce compliance with its Articles of Association in such manner as it may deem fit, and in particular by means of a system of fines or such other penalties as it may see fit to prescribe.

7. PRE-INCORPORATION CONTRACTS (IF ANY)

Nil

8. GUARANTEE

- 8.1 The liability of the members is limited to the amount referred to in sub-paragraph 8.2; and
- 8.2 Each member undertakes to contribute to the assets of the Association in the event of its being wound up while he is a member or within 1 (one) year afterwards, for 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 winding up and for adjustment of the rights of the contributories amongst themselves, an amount of R1-00 (one 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 Company.

Particulars of ... /

Particulars of subscribers	Date and signature	Particulars of witness	Date and signature
<p>1. Full names COLIN GEORGE RUSHMERE Occupation ATTORNEY Residential address 85 - 9TH AVENUE, WALMER, PORT ELIZABETH, 6070 Business address PAMELA ARCADE, SECOND AVENUE, NEWTON PARK, PORT ELIZABETH, 6045 Postal address P O BOX 12113, CENTRAHIL, PORT ELIZABETH, 6006</p>		<p>1. Full names WILLIAM STATEN ALLCHURCH Occupation ATTORNEY Residential address 31 WATER ROAD, WALMER, PORT ELIZABETH, 6070 Business address 21 CHAPEL STREET, PORT ELIZABETH, 6001 Postal address P O BOX 100, PORT ELIZABETH, 6000</p>	
<p>2. Full names ELIZABETH JEAN RUSHMERE Occupation HOUSEWIFE Residential address 85 - 9TH AVENUE, WALMER, PORT ELIZABETH, 6070 Business address NOT APPLICABLE Postal address 85 - 9TH AVENUE, WALMER, PORT ELIZABETH, 6070</p>		<p>2. Full names WILLIAM STATEN ALLCHURCH Occupation ATTORNEY Residential address 31 WATER ROAD, WALMER, PORT ELIZABETH, 6070 Business address 21 CHAPEL STREET, PORT ELIZABETH, 6001 Postal address P O BOX 100, PORT ELIZABETH, 6000</p>	
<p>3. Full names MARK WEIR RUSHMERE Occupation PROPERTY MANAGER Residential address 85 - 9TH AVENUE, WALMER, PORT ELIZABETH, 6070 Business address PAMELA ARCADE, SECOND AVENUE, NEWTON PARK, PORT ELIZABETH, 6045 Postal address P O BOX 12113, CENTRAHIL, PORT ELIZABETH, 6006</p>		<p>3. Full names WILLIAM STATEN ALLCHURCH Occupation ATTORNEY Residential address 31 WATER ROAD, WALMER, PORT ELIZABETH, 6070 Business address 21 CHAPEL STREET, PORT ELIZABETH, 6001 Postal address P O BOX 100, PORT ELIZABETH, 6000</p>	
<p>4. Full names COLIN BRYAN RUSHMERE Occupation COMPANY SECRETARY Residential address 4 MELVILLE ROAD, MILL PARK, PORT ELIZABETH, 6001 Business address C/O COCA-COLA SABCO, 159 HARROWER ROAD, PORT ELIZABETH, 6001 Postal address 4 MELVILLE ROAD, MILL PARK, PORT ELIZABETH, 6001</p>		<p>4. Full names WILLIAM STATEN ALLCHURCH Occupation ATTORNEY Residential address 31 WATER ROAD, WALMER, PORT ELIZABETH, 6070 Business address 21 CHAPEL STREET, PORT ELIZABETH, 6001 Postal address P O BOX 100, PORT ELIZABETH, 6000</p>	

Particulars of

Particulars of subscribers	Date and signature	Particulars of witness	Date and signature
<p>5. Full names CHRISTOPHER EGBERINK Occupation BUSINESSMAN Residential address 91 - 9TH AVENUE, WALMER, PORT ELIZABETH, 6070</p> <p>Business address C/O FAWICK INSTRUMENTATION, 45b FETTES ROAD, PORT ELIZABETH, 6001 Postal address 91 - 9TH AVENUE, WALMER, PORT ELIZABETH, 6070</p>		<p>5. Full names WILLIAM STATEN ALLCHURCH Occupation ATTORNEY Residential address 31 WATER ROAD, WALMER, PORT ELIZABETH, 6070 Business address 21 CHAPEL STREET, PORT ELIZABETH, 6001</p> <p>Postal address P O BOX 100, PORT ELIZABETH, 6000</p>	
<p>6. Full names GRAEME FREDERICK RUSHMERE Occupation ATTORNEY Residential address</p> <p>Business address 44 WIERDA ROAD WEST, WIERDA VALLEY, SANDTON, JOHANNESBURG, 2196 Postal address P O BOX 781272, SANDTON, 2146</p>		<p>6. Full names Occupation Residential address</p> <p>Business address</p> <p>Postal address</p>	
<p>7. Full names GAMTOOS MOUTH INVESTMENTS (PROPRIETARY) LIMITED, Registration Number Occupation NOT APPLICABLE Residential address NOT APPLICABLE</p> <p>Business address PAMELA ARCADE, SECOND AVENUE, NEWTON PARK, PORT ELIZABETH, 6045 Postal address P O BOX 12113, CENTRAHIL, PORT ELIZABETH, 6006</p>	<p>Colin George Rushmere, for and on behalf of Gamtoos Mouth Investments (Proprietary) Limited</p>	<p>7. Full names WILLIAM STATEN ALLCHURCH</p> <p>Occupation ATTORNEY Residential address 31 WATER ROAD, WALMER, PORT ELIZABETH, 6070 Business address 21 CHAPEL STREET, PORT ELIZABETH, 6001</p> <p>Postal address P O BOX 100, PORT ELIZABETH, 6000</p>	
<p>8. Full names Occupation Residential address</p> <p>Business address</p> <p>Postal address</p>		<p>8. Full names Occupation Residential address</p> <p>Business address</p> <p>Postal address</p>	

Republic of South Africa
Companies Act, 1973

ARTICLES OF ASSOCIATION OF A COMPANY
not having a Share Capital

[Section 60 (1); regulation 18]

Registration No. of Company

**Name of Association: GAMTOOS MOUTH HOMEOWNERS ASSOCIATION (Association
Incorporated Under Section 21)**

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

1. PRELIMINARY...../

1. PRELIMINARY

The Articles of Table 'A' contained in Schedule 1 to the Companies Act, 1973, 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 :

2.1.1 "Act" means the Companies Act, 1973;

2.1.2 "alienate" in relation to any erf, means the transfer of any rights in respect of the erf, either voluntarily or involuntarily and, without derogating from the generality of the foregoing, includes to alienate by way of sale, exchange, donation, deed, intestacy, Will, cession, assignment, Court Order or insolvency, irrespective of whether such alienation is subject to a suspensive or resolute condition, and "alienation" has a similar meaning;

2.1.3 "Auditors" means the Auditors of the Association;

2.1.4 "Board" means the Board of Directors of the Association;

2.1.5 "business erf" means any erf which is in terms of the zoning regulations zoned for business purposes or which is used for business purposes with the consent of the Competent Authority;

2.1.6 "Chairman" means...../

- 2.1.6 "Chairman" means the Chairman of the Association;
- 2.1.7 "Developer" means Gamtoos Mouth Investments (Proprietary) Limited, Registration Number 69/14101/07;
- 2.1.8 "Development Period" means the period from the establishment of the Association until 430 erven in the Township have been developed, in that improvements have been erected thereon, alternatively until the Developer notifies the Association in writing that the development period has ceased, whichever is the earlier;
- 2.1.9 "erf" means any of the following in the Township registered or capable of being registered in the name of any person, such as are capable of development in terms of the Developer's existing approvals as at the date of registration of the Association or in terms of any subsequent variations or extensions thereto:
- 2.1.9.1 a subdivided portion of land within the Township including Portions 8, 9, 10 and 20 of the farm Mauritzkraal No. 501 and subdivisions thereof;
 - 2.1.9.2 a sectional title unit as defined in the Sectional Titles Act, 1986;
- 2.1.10 "infrastructural services" means any one or more of the following which shall be provided to an erf or within the Township:-

2.1.10.1 roads which...../

- 2.1.10.1 roads which will be developed by the Developer to minimum standards and wherever practically possible left as tracks across a grassed road reserve or open space, similar to those existing at the date of registration of the Association, with the objective of maintaining the unique rural environment and atmosphere and minimising future maintenance costs, provided that where necessary, such as on slopes and where recommended by the Developer's Consulting Engineers, roads will be constructed to improved standards while maintaining the same objective;
- 2.1.10.2 water which will be purchased by the Association at a bulk tariff rate and supplied and sold by it to its members at a reasonable increased retail price (not exceeding an amount equivalent to the domestic tariff plus 25% thereof applicable from time to time in Summerstrand, Port Elizabeth) through a system of reticulation to all erven as designed and specified by the Developers' Consulting Engineers and installed by the Developer, with all surpluses of income from such sales accruing to the Association's levy fund;
- 2.1.10.3 electricity which will be purchased by the Association at a bulk tariff rate and supplied and...../

supplied and sold by it to its members at a reasonable retail price (not exceeding an amount equivalent to the domestic tariff plus 25% thereof applicable from time to time in Summerstrand, Port Elizabeth) through a system of reticulation to all erven as designed and specified by the Developers' Consulting Engineers and installed by the Developer, with all surpluses of income from such sales accruing to the Association's levy fund

- 2.1.10.4 stormwater or other drainage on the basis of the design and specifications determined by the Developer's Consulting Engineers and as originally installed by the Developer;
- 2.1.10.5 refuse removal on such basis as may be provided by the Association from time to time;
- 2.1.10.6 such other services as may be provided by the Association in its discretion from time to time;
- 2.1.10.7 recreational and/or community facilities as required or permitted in terms of the Rezoning and/or Subdivisional Approvals granted from time to time in respect of the Township (including within the areas zoned "Undetermined" at the date of registration of the

Association, as...../

Association, as may be provided by the Developer);

- 2.1.11 "in writing" means written, printed or lithographed or partly one and partly another, and other modes of representing or producing words in a visible form;
- 2.1.12 "levies" means the levies referred to in Article 7;
- 2.1.13 "Local Authority" means the Transitional Local Council of Hankey, Eastern Cape Province, or the Western District Council or any other Competent Authority having jurisdiction over the Township;
- 2.1.14 "Managing Agent" means any person or body appointed by the Association as an independent contractor to undertake any of the functions of the Association;
- 2.1.15 "Member" means a member of the Association;
- 2.1.16 "month" means a calendar month;
- 2.1.17 "open space" means such areas in the Township as the Association may from time to time acquire which are zoned private open space in the zoning regulations or approvals applicable to the Township;
- 2.1.18 "property" means an erf, a shareblock as defined in the Shareblocks Control Act No. 59 of 1980 or a time share interest as defined in the Property Time Sharing Control Act No. 75 of 1983;

2.1.19 "Residential Erf"...../

- 2.1.19 "Residential Erf" means any erf zoned in terms of the zoning regulations applicable from time to time to the Township for residential use comprising
- 2.1.19.1 bungalow/chalet erven;
- 2.1.19.2 caravan/mobile home erven;
- 2.1.19.3 Residential Zone 1 erven;
- 2.1.20 "these presents" means the Memorandum and Articles of Association of the Association and includes any Rules or the Building Code of Practice made in terms thereof;
- 2.1.21 "Township" means Portions 8, 9, 10, 20 and 32 of the farm Mauritzkraal No. 501, situate within the area of jurisdiction of the Local Authority as depicted upon Plan No. GAM123/7 dated January 1991 prepared by Metroplan and including all of its future extensions from time to time as envisaged by Article 59.2.1;
- 2.1.22 "Vice-Chairman" means the vice-chairman of the Board;
- 2.1.23 "zoning regulations" means such zoning regulations imposed by the Local Authority as may be applicable to the Township from time to time.
- 2.2 Unless the context indicates otherwise, 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...../

- 2.3 Subject as aforesaid, any words or expressions defined in the Act or the Sectional Titles Act, 1986 or in any statutory modification of such act 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.
- 2.4 The headings to the respective Articles are for reference purposes only, and shall not be taken into account in the interpretation of these Articles.
- 2.5 In the event of a Member consisting of more than one person, they shall be jointly and severally liable in solidum for all their obligations in terms of these Articles.
- 2.6 In the event of any provision of these Articles being unenforceable for any reason whatsoever, then such provision shall be deemed to be separate and severable, without in any way affecting the validity of the remaining provisions.
- 2.7 An annexure to these Articles shall be deemed to be part of the Articles as if specifically therein embodied.
- 2.8 These Articles shall, in all respects, and in regard to all the matters arising therefrom, be governed by the law of the Republic of South Africa.

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 6 (six) additional nominees and to:

3.1.1 any other...../

- 3.1.1 any other person who is in terms of the Deeds Registries Act reflected in the records of the Deeds Office concerned as the registered owner of an erf in the Township;
- 3.1.2 each member of a share block company in the case of a share block (non timeshare) scheme;
- 3.1.3 the holders of time share interests in the case of a time share scheme

provided that the 6 (six) additional nominees of the Developer will cease to be members of the Association when there are at least 7 (seven) persons who qualify for membership in terms of Article 3.1.1.

- 3.2 Where any erf or share block is owned by more than one person, all the registered owners of that erf or share block shall together be deemed to be one member of the Association and have the rights and obligations of one member of the Association. In the case of a time share scheme all the owners of time share interests entitled to the exclusive use of the same accommodation (as defined in the Property Time Sharing Control Act) shall be deemed to be one member, provided however that all co-owners of any property shall be jointly and severally liable for the due performance of any obligation to the Association.

- 3.3 Subject to 3.2, when a Member becomes the owner of a property, he shall ipso facto become a Member of the Association, and when he ceases to be the owner of a property, he shall ipso facto cease to be a Member of the Association.

- 4. Notwithstanding the provisions of Article 3 representation of time share members at general meetings shall be as in Article 29.2.

5. The rights...../

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

- 5.1 further to the best of his ability the objects and interests of the Association;
- 5.2 observe all Rules and the Building Code of Practice made by the Association or the Board

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 erf.

6. **CESSATION OF MEMBERSHIP**

- 6.1 An owner of a property may not resign as a Member of the Association.
- 6.2 No Member ceasing to be a Member of the Association for any reason shall (nor shall any such Members, their successors, executors, curators, trustees or liquidators) have any claim upon or interest in or right to the funds or other property of the Association except to the extent that he may have overpaid his levies.
- 6.3 The Association may claim from any Member or his estate any arrears of levies and interest or other sums due by him to the Association at the time of his ceasing to be a Member.

7. **LEVIES**

- 7.1 The Directors may from time to time impose levies upon the Members for the purpose of meeting all the expenses which the

Association has...../

Association has incurred, or to which the Directors reasonably anticipate the Association will be put in the attainment of its objects or in the pursuit of its business which shall include but not be limited to the management of the affairs of the Association and the maintenance of Infrastructural Services.

- 7.2 The Directors shall not less than 30 (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 its expenses during the following financial year, and shall specify separately such estimated deficiency, if any, as shall result from the preceding year. The Directors 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 such annual levy shall be payable to the Association's levy fund in equal monthly instalments, due in advance on the first day of each and every month of each financial year, alternatively in equal bi-monthly, quarterly or half-yearly instalments in advance on or before the first day of such payment period, as may be fixed by the Board.
- 7.5 In the event of the Directors for any reason whatsoever failing to prepare and serve the estimate referred to in Article 7.2 timeously, every Member shall until service of such estimate as aforesaid continue to pay the levy previously imposed and shall after such service pay such levy as may be specified in the notice referred to in Article 7.2.
- 7.6 The Directors may from time to time impose special levies upon the Members in respect of all such expenses as are mentioned in

Articles 7.1 and 7.2, which are not included in any estimate made in terms of Article 7.2, and may in imposing such levies determine the terms of payment thereof.

7.7 The Directors 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 Usury Act No. 73 of 1968, as amended.

7.8 Any amount due by a Member by way of levy or interest shall be a debt due by him to the Association. Notwithstanding that a Member ceases to be such, the Association shall have the right to recover arrear levies and interest from him. No levies or interest paid or due by a Member shall under any circumstances be repayable by the Association upon his ceasing to be a Member. Further, a Member on ceasing to be such shall have no claims whatsoever on any other monies held by the Association whether obtained by way of a sale of Association assets or otherwise. A Member's successor in title to a property shall be liable as from the date upon which he becomes a Member pursuant to the transfer of that property, to pay the levy and interest thereon attributable to that property.

7.9 In calculating the levy payable by any Member, the Directors shall apportion the amount payable by a Member on the basis that all erven in the Township available for development, notwithstanding differences in size, topography, zoning and locality, shall bear an equal proportion provided that in the event of the future imposition by any Competent Authority of any rates or taxes which are directly attributable to individual erven, the registered owners of such erven shall respectively be liable for such rates or taxes.

7.10 The Developer...../

- 7.10 The Developer shall be liable for levies on the same basis as other members on all erven in the Township of which the Developer is the registered owner with effect from the date upon which infrastructural services in respect of such erven have been provided so as to render them transferable to third parties.
- 7.11 The Directors 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 or the provision of services to the Association in lieu of levies.
- 7.12 The body corporate in a sectional title development, the company in a share block development and the owner of an erf in any other type of development shall be liable to the Association for the payment of levies and any other amounts of whatsoever nature owing by the members in the particular development.
- 7.13 Notwithstanding the provisions of Article 7 no Member of the Association shall be liable for levies in terms of Article 7 for a period of 2 (two) years after the date of registration of the first transfer of an erf in the Township to a third party purchaser thereof. Prior to and during such 2 (two) year period the Developer shall fund all the costs and expenses of the Association including the costs of maintaining all services.

8. RULES

- 8.1 Subject to any restriction imposed or direction given at a general meeting of the members of the Association, the Directors may from time to time make Rules in regard to:-
- 8.1.1 (a) the standards and guidelines for the architectural design of all buildings and outbuildings, structures...../

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;

- (b) the control of the design of the exterior of such buildings, outbuildings or structures and the materials and colours used on such exterior

to ensure a reasonable degree of homogeneity and an attractive, aesthetically pleasing character to all the buildings of the Township and the retention of a rural atmosphere.

8.1.2 the siting of all buildings, outbuildings, structures of any nature and of any additions and alterations thereto;

8.1.3 the standards and guidelines for the design of all siteworks, buildings, structures, installations, projections and parking areas on the erven in the Township;

8.1.4 the standards and guidelines for the design and layout of all communal areas, private open space, parking areas and areas to be landscaped and laid out as garden areas to ensure an attractive, aesthetically pleasing character to the Township;

8.1.5 to control the construction and maintenance of water-fronts and bank edges to the erven in the Township, as well as any structures thereon, including their design and the materials used in the construction

thereof, either...../

thereof, either within or adjacent to the boundaries of such erven;

8.1.6 the storage of any material upon any erf including the right to require any material stored otherwise than inside any buildings to be effectively screened and to prohibit the storage of materials on any portion of any erf used for parking or garden purposes;

8.1.7 the screening of loading and unloading areas, backyard and drying areas, refuse collection areas and storage areas and structures including the design materials and construction of screen walls or other screening devices;

8.1.8 the materials (including plant materials), equipment (including electrical fixtures and fittings) and furniture fixtures to be used in the layout and construction of any garden or landscaped area, any parking area, any loading or unloading area, any driveway and any pathway upon any erf and any bank edge or water fronts adjacent to any erf;

8.1.9 the preservation of the environment including the right to control and to require the retention and/or the cultivation of indigenous trees and other indigenous vegetation and the right to control the design, erection, placement, materials and construction of fences and/or walls, whether upon or within the boundaries of any erf, including the right to prohibit fences and/or walls in any garden area or around any erf;

8.1.10 the right...../

- 8.1.10 the right to prohibit, restrict or control the keeping of any animal which they regard as dangerous or a nuisance;
- 8.1.11 the placing or fixing of ornamentation, embellishments or attachments upon the outside of buildings including the power to remove any such objects;
- 8.1.12 the design, dimensions, location and number of advertising and other signs on any erf or improvements in the Township;
- 8.1.13 the conduct of any person within the Township for the prevention of nuisance of any nature to any Member;
- 8.1.14 the determination and control of all security and safety measures in the Township;
- 8.1.15 the use of Township roads and speed limits thereon and the determination and control of access to and egress from the Township and to and from the erven or any other area in the Township;
- 8.1.16 the control, use and maintenance and allocation of any mooring points, slipway and boating facilities, general amenities and facilities and all equipment used in conjunction therewith;
- 8.1.17 generally 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 tenants in the Township.

Where appropriate...../

Where appropriate the above shall be incorporated in a Building Code of Practice which shall form part of the Rules;

8.2 For the enforcement of any of the Rules made by the Directors in terms hereof, the Directors may:-

8.2.1 give notice to the Member concerned requiring him to remedy a breach within such reasonable period as the Directors 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 to 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. For any of the above purposes the Directors or their authorised agents shall be entitled to have access to the property of any Member; and/or

8.2.3 impose a system of fines or other penalties including re-connection fees. The amounts of such fines, penalties and re-connection fees shall be reviewed and confirmed at each Annual General Meeting of the Association; and/or

8.2.4 take such other action including proceedings in Court, as they may deem fit;

8.2.5 impose a plan submission fee which shall be reviewed and confirmed at each Annual General Meeting of the Association.

8.3 In the...../

- 8.3 In the event of the Directors instituting any legal proceedings against any Member or tenant 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 tenant concerned, calculated on the scale as between Attorney and Own Client.
- 8.4 In the event of any breach of the Rules by a Member or his staff, invitees, guests or lessees, such breach shall be deemed to have been committed by the Member himself, but without prejudice to the foregoing, the Directors may take or cause to be taken such steps against the person actually committing the breach as they in their discretion may deem fit.
- 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) Directors 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.
- 8.6 Any fine, penalty or re-connection fee 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 The Association may in general meeting itself make any rules which the Directors may make and may in general meeting vary or modify any rules made by the Association or by the Directors from time to time.
- 8.8 In the event of any Member being in persistent or flagrant breach of any of the Articles of Association or any Rules made in terms of Article 8, or being in breach thereof and failing to remedy such breach, the Directors may after not less than 7 (seven) days'

written notice...../

written notice to the Member concerned that they intend so to do, discontinue any service provided to the Member by the Association for such period as the Directors may deem fit and levy such re-connection fee as may be approved by the Members from time to time.

9. **DIRECTORS**

- 9.1 The Board of Directors shall consist of a minimum of 4 (four) persons. The first Directors are:

COLIN GEORGE RUSHMERE
MARK WEIR RUSHMERE
COLIN BRYAN RUSHMERE
CHRISTOPHER EGBERINK

- 9.2 A Director need not himself be a Member of the Association. A Director 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.

- 9.3 During the development period

- 9.3.1 the Developer shall be entitled to appoint 4 (four) Directors to the Board of Directors;

- 9.3.2 Members other than the Developer shall be entitled to appoint 2 (two) Directors.

- 9.4 All nominations for appointment of Directors other than the Developer's nominees shall be in writing and shall be received by the Association not less than 48 (forty-eight) hours prior to the time of any meeting at which such Directors will be appointed.

9.5 Each Director...../

9.5 Each Director shall have the power to nominate any person who need not be a Member, possessing the necessary qualifications of a Director, to act as Alternate Director in his place during his absence or inability to act as such Director, provided that the appointment of an Alternate Director shall be approved by the Board, and on such appointment being made, the Alternate Director shall, in all respects, be subject to the terms, qualifications and conditions existing with reference to the other Directors of the Association.

9.6 The Alternate Directors, whilst acting in the stead of the Directors who appointed them, shall exercise and discharge all the powers, duties and functions of the Directors they represent. The appointment of an Alternate Director shall be revoked, and the Alternate Director shall cease to hold office whenever the Director who appointed him ceases to be a Director or gives notice to the Secretary of the Association that the Alternate Director representing him has ceased to do so, and in the event of the disqualification or resignation of any Alternate Director during the absence or inability to act of the Director whom he represents, the vacancy so arising shall be filled by the Chairman of the Directors who shall nominate a person to fill such vacancy, subject to the approval of the Board.

10. **REMOVAL AND ROTATION OF DIRECTORS**

Save as is set out in Article 12, each Director shall continue to hold office from the date of his appointment until the annual general meeting next following his appointment, at which meeting each Director shall be deemed to have retired from office but will be available for re-election to the Board of Directors at such meeting.

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

11.1 his having...../

- 11.1 his having become disqualified to act as a Director in terms 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 becoming disentitled to exercise a vote in terms of Article 37 below.
12. If any vacancy occurs in the Board of Directors prior to the next Annual General Meeting, the vacancy in question may be filled by a person nominated by those remaining for the time being on the Board of Directors, provided however, that if the Director who vacates his office as aforesaid was a nominee of the Developer, the Developer shall be entitled to nominate a Director in his stead.
13. **CHAIRMAN AND VICE-CHAIRMAN**
- The Directors 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, provided that the office of Chairman or Vice-Chairman shall ipso facto be vacated by a Director holding such office upon his ceasing to be a Director for any reason. No one Director shall be appointed to more than 1 (one) of the aforesaid offices. In the event of any vacancy occurring in either of the aforesaid offices at any time, the Board of Directors shall immediately appoint one of their number as a replacement to such office.
14. Except as otherwise provided, the Chairman shall preside at all meetings of the Board of Directors and all general meetings of the 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...../

act, the Vice-Chairman shall act in his stead or failing the Vice-Chairman, a Chairman appointed by the meeting.

15. **DIRECTORS' EXPENSES**

The Directors 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 Directors. Save as aforesaid, the Directors shall not be entitled to any remuneration for the performance of their duties in terms hereof.

16. **POWERS OF DIRECTORS**

16.1 Subject to the express provisions of these presents, the Directors 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 Directors from time to time.

16.2 Save as specifically provided in these presents, the Directors 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 Directors and on such terms as the Directors shall decide.

16.3 Without limiting...../

16.3 Without limiting the generality of the foregoing the Directors shall further have power:-

16.3.1 to require the submission for approval of such plans, drawings, specifications and other information as they may deem necessary to ensure compliance by Members with these presents and the rules made in terms hereof;

16.3.2 to require that any works being constructed within the Township shall 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;

16.3.3 to determine the parking areas to be used by Members and their employees, agents and invitees;

16.3.4 to determine the access to the Township and to the erven, all communal areas and private and public open spaces in the Township;

16.3.5 to determine the security facilities to be installed and the operation thereof for the protection of the Township;

16.3.6 to make Rules as provided for in Article 8.

17. The Board shall have the right to co-opt onto the Board any person or persons chosen by it. A co-opted Director need not be a member of the Association. A co-opted Director shall hold office until the next Annual General Meeting after his co-option when he shall retire but shall be eligible for election as a Director, or in the event of his not being elected shall again be eligible for co-option by the Board of Directors.

18. COMMITTEES OF...../

18. **COMMITTEES OF THE DIRECTORS**

18.1 The Directors 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 Directors may from time to time deem necessary.

18.2 The Directors shall appoint an architectural review committee ("archcom") which shall consist of

18.2.1 an architect duly qualified to practise as such on his own account in the Republic of South Africa; and

18.2.2 not less than 1 (one) Director; and

18.2.3 such other persons as the Directors may determine.

Members of the archcom need not necessarily be Members of the Association. Members of the archcom who are not Directors of the Association may be remunerated for their services on archcom in amounts not exceeding the plan submission fees paid by Members to the Association from time to time.

18.3 Archcom may if so directed, carry out and control on behalf of the Directors the functions referred to in Articles 8.1.1 to 8.1.12, 46.1, 46.2, 46.5 and 47 and supervise and control any work done in the Township.

18.4 All plans for all buildings, outbuildings, structures, walls, fences, additions, alterations and signage shall comply with the Building Code of Practice as amended from time to time and shall be

submitted by...../

submitted by the Directors to archcom referred to in Article 18.3 and the Directors shall not approve any plan in terms of Article 49 below unless such plan shall first have been approved by archcom. The Directors may if they deem fit delegate to archcom their functions and powers in terms of Article 49.

19. **PROCEEDINGS OF DIRECTORS**

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

20. The quorum necessary for the holding of any meetings of the Board shall be 2 (two) personally present where the Board consists of 4 (four) Directors and a majority present personally where the Board consists of more than 4 (four) Directors, provided however that, during the Development Period the presence of a sufficient number of nominees of the Developer to constitute a majority of those present shall be necessary at all meetings of Directors in order to form a quorum. Any resolution of the Board shall be carried on a simple majority of all votes cast.
21. The Directors shall cause minutes to be kept of every Directors' meeting, which minutes shall, without undue delay after the meeting has closed, be reduced to writing and certified correct by the Chairman. All minutes of Directors' meetings shall, after certification, be placed in a Directors' Minute Book to be kept in accordance with the provisions of the Act. The Directors' Minute Book shall be open for inspection at all reasonable times by any Director, the auditors, the Members and the Managing Agent.
22. Save as provided in these presents, the proceedings of any Directors' meeting shall be conducted in such reasonable manner and form as the Chairman of the meeting shall decide.

23. A resolution...../

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

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 calling it.

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

25. All general meetings other than the Annual General Meetings shall be called extraordinary general meetings.

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

27. **NOTICES 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 extraordinary general meeting, other than one called for the passing of a special resolution, shall be called by 14 (fourteen) clear days' notice in writing at least. In each case the notice shall be exclusive of the day on which it is given 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...../

requirements contained in these presents, the general nature of that business, and in the case of a special resolution, the terms and effect 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 Directors to such persons as are under these presents entitled to receive such notices from the Association. 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 the right to attend and vote at that meeting, being a majority together holding not less than 95% (Ninety five Per Centum) of the total voting rights of all Members.
 - 27.3 Insofar as special notice may be required in respect of a resolution, whether by any provision of the Act or these presents, then the provisions of Section 186 of the Act shall apply.
 - 27.4 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 presents, 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.
28. 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.

29. QUORUM...../

29. QUORUM

29.1 The quorum necessary for the holding of any general meeting of the Association shall be the authorised representative of the Developer and 10% (Ten Per Centum) of the remaining Members of the Association entitled to vote at such general meeting.

29.2 In a time share development only 1 (one) representative of the owners who are deemed to be one member in terms of Article 3.2 shall be entitled to attend a general meeting. Written notification of a person nominated to attend shall be delivered to the Board prior to the commencement of the meeting failing which no such representative shall be entitled to attend or vote.

30. If within half an hour from the time appointed for the holding of a general meeting a quorum is not present, the meeting, if convened upon the requisition of Members, shall be dissolved and in any other case it 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 and if at such adjourned meeting a quorum is not present within half an hour after the time appointed for the meeting the members present in person or by proxy shall be a quorum. Where a meeting has been adjourned as aforesaid, the Association shall, upon a date not later than 3 (three) days after the adjournment, publish in a newspaper circulating in a Province where the registered office of the Association is situated a notice stating:

30.1 the time, date and place to which the meeting has been adjourned;

30.2 the matter before the meeting at the time when it was adjourned;
and

30.3 the ground for the adjournment.

31. AGENDA AT...../

31. AGENDA AT MEETINGS

- 31.1 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:-
- 31.1.1 the consideration of the Chairman's report;
 - 31.1.2 the election of Directors;
 - 31.1.3 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;
 - 31.1.4 the consideration of the accounts of the Association for the preceding financial year;
 - 31.1.5 the consideration of the report of the auditors and the fixing of remuneration for the auditors;
 - 31.1.6 appointment of Auditors for the ensuing year;
 - 31.1.7 the determination of the amount of fines, penalties and re-connection fees in terms of Article 8.2.3 and plan submission fees in terms of Article 49 for the ensuing year.
- 31.2 No business shall be dealt with at any general meeting unless written notice has been given to the Directors not less than 2 (two) days before such meeting by the person proposing to raise such business of his intention so to do; provided however

that the...../

that the Chairman may on ordinary resolution of the meeting relax this condition.

32. **PROCEDURE AT GENERAL MEETINGS**

No business shall be transacted at any general meeting unless a quorum of Members is present at the time when the meeting proceeds to business.

33. **PROXIES**

A Member may be represented at a general meeting of the Association 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 need not be in any particular form provided that, where a Member is more than one person, a majority of those persons shall sign the instrument appointing a proxy on such Members' 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 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 had been received by the Directors at any time before a vote is taken in respect of which the proxy exercises such vote.

36. **VOTING...../**

36. VOTING

At every general meeting:-

36.1 during the Development Period the Developer shall have that number of votes as together with its votes pursuant to Article 36.2, confer upon the Developer a simple majority of the number of votes of the Members at the meeting.

36.2 in addition to the votes enjoyed by the Developer in terms of 36.1 every Member, including the Developer, present in person or by proxy, and entitled to vote shall have 1 (one) vote for each erf registered in his name;

36.3 if an erf is registered in the name of more than one person then all such co-owners shall collectively have 1 (one) vote in respect of that erf.

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. At any general meeting:-

38.1 a resolution put to the vote of the meeting shall be decided by a poll;

38.2 a poll shall be taken in such manner as the Chairman directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

Scrutineers shall...../

Scrutineers shall be elected to determine the result of the poll and in the case of an equality of votes the Chairman of the meeting shall be entitled to a further or casting vote.

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, or to the propriety or validity of the procedure at such meeting, such declaration by the Chairman shall be deemed to be a true and correct statement of the voting, and the meeting shall in all respects be deemed to have been properly and validly constituted and conducted. 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.

42. ACCOUNTS

The accounts and books of the Association shall be open to inspection by 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...../

44. **SERVICE OF NOTICES**

44.1 A notice may be served by the Association upon any Member at the address of any property 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 10 (ten) days after posting.

44.2 The following shall constitute valid and sufficient notice for any purpose under these Articles or under the Memorandum of Association:-

44.2.1 In a sectional title development notice to the domicilium citandi et executandi of the body corporate; and

44.2.2 In a share block development (whether time share or not) notice to the registered office of the company; and

44.2.3 in any other type of development notice to the owner of the erf at the address reflected from time to time in the Association's Register of Members.

45. **INDEMNITY**

Every Director, 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 Director, his duties as Chairman or Vice-Chairman. Without prejudice to

the generality...../

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.

46. **TOWN PLANNING CONTROLS**

- 46.1 Each Member shall maintain the property or properties owned by him and all improvements thereon in accordance with the requirements of and to the satisfaction of the Directors and the Local Authority.
- 46.2 No noxious industry as defined in any town planning scheme of the Local Authority shall be carried on by any Member within the Township and only such uses as are permitted in terms of the applicable town planning scheme and by the Directors shall be carried on thereon.
- 46.3 No Member shall sink or permit to be sunk any borehole upon any erf owned by him or within the area of the Township.
- 46.4 In the event of any Member or any servant, agent or independent contractor of any Member causing any damage to any landscape or private open space or other common areas within the Township, or to the Township fence or security equipment facilities or any other facilities or amenities or equipment owned by the Association, such damage shall be repaired by the Member failing which the Association or the Developer, as the case may be, shall be entitled to carry out such repairs and to recover the costs thereof from the Member concerned.
- 46.5 The Member shall at all times observe all laws and by-laws, regulations, the provisions of the town planning scheme and any

other provisions...../

other provisions in force relating to the property or the use thereof. In the event of any Member failing so to do, such failure shall be deemed to be a breach of these presents and the Directors shall be entitled to take such action as they may be empowered and as they may deem fit in terms hereof to remedy such breach or to prevent the continuation thereof. In the event of any town planning scheme laying down any conditions in relation to the matters dealt with herein which are more onerous than the conditions herein laid down, the provisions of such town planning scheme shall prevail.

46.6 Each Member shall comply fully with all security and access control measures introduced by the Directors.

46.7 The Association may require any Member to maintain the road verge area adjacent to his erf and in the event of such Member failing so to maintain such area to the satisfaction of the Association, the Association shall be entitled to take such action as may be necessary for the maintenance of such area and to recover the costs thereof from the Member concerned.

47. **UNSIGHTLY BUILDINGS**

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 or the Township generally, the Directors 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 Directors may enter upon the erf concerned and take such steps as may be necessary and recover the costs thereof from the Member or Members concerned, which costs shall be deemed to be a debt owing to the Association.

48. The Directors...../

48. The Directors shall be obliged in giving such notice to act reasonably.

49. **BUILDING PLANS**

No person shall commence with the construction of any building or structure within the Township, or any additions or alterations thereto unless the plans and specifications in relation thereto comply with the Code of Building Practice and with such by-laws as may be enforced by the Local Authority having jurisdiction over the Township and such plans and specifications have been approved by the Directors (and the Local Authority if so required). The Directors shall have the power:-

- 49.1 to charge a fee for the examination and approval or refusal of building plans and specifications;
- 49.2 in approving any plan, to lay down such reasonable conditions or amendments thereto as they may deem fit;
- 49.3 to refuse approval of the plans in the event of the Directors in their sole discretion determining that such plans or the development proposals therein contained are not in accordance with these presents.

50. **ALIENATION**

No Member shall alienate his erf until the Board under the hand of one of its members or the Managing Agent on the Board's behalf has certified that the Member has at date of transfer fulfilled all his financial obligations to the Association and the Board has furnished its written consent to such alienation, which consent shall not be withheld unless

50.1 such Member...../

- 50.1 such Member is indebted to the Association in any way in respect of levies, fines or other amounts which the Association may in terms of these presents be entitled to claim from him;
 - 50.2 the proposed transferee has not agreed in writing to become a Member of the Association;
 - 50.3 such Member remains in breach of any of the provisions of these presents or any Rules after notice from the Directors requiring him to remedy such breach.
51. The Directors in issuing the certificate referred to in Article 50 shall be entitled to charge an administration fee therefor equivalent to 1% (One Per Centum) of the purchase price of the erf (or, if there is no purchase price, then of the fair market value of the erf) which administration fee shall be payable by the alienating Member who shall make arrangements for payment thereof which are satisfactory to the Association prior to the issue of the certificate and registration of transfer of the erf in question.
52. **PROVISION OF AMENITIES AND SERVICES**
- 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 thereof.
53. In the event of the Association electing to provide a security service and/or other services for Members in the Township, all Members shall be obliged:
- 53.1 to permit the installation of any equipment on the erven or in the buildings on the erven for the purpose of such services as may be determined by the Directors from time to time;

53.2 to make...../

53.2 to make payment of the charges raised by the Directors in respect of such services;

53.3 abide by such terms and conditions as may be laid down by the Directors from time to time in respect of such equipment and services.

54. **PERIMETER WALLING/FENCING**

Where the boundary of any Member's erf also constitutes the boundary of the Township, such Member shall be obliged to permit the Association to erect upon such Member's erf immediately adjacent to such boundary, such walling or other fencing as the Directors may determine. Such Member shall not be entitled to interfere in any manner whatsoever with any such walling or fencing, and shall permit the Directors from time to time access to such Member's erf in order to inspect such walling or fencing and to effect such repairs as may be necessary from time to time.

55. **MANAGING AGENT**

The Directors may delegate such of their powers to a Managing Agent as they may determine upon such terms as to remuneration or otherwise and subject to such restrictions imposed or directions given at any general meeting of the Association.

56. **BINDING NATURE**

The provision of these Articles shall be binding upon all Members and, insofar as they may be applicable, to all persons occupying any property by, through or under any Member, whatever the nature of such occupation.

Any amendment...../

Any amendment of these Articles shall require the prior written consent of the Western District Council.

57. **CONFLICT WITH LAWS**

Should any provision of these Articles conflict with any by-law, regulation or statutory provision applicable within the Local Authority area within which the Township is located, then the provisions of such by-law, regulation or statutory provision shall prevail.

58. **OWN RISK/INDEMNITY**

58.1 Any person using any of the infrastructural services, amenities and facilities, land or recreational or other facilities of the Association, does so entirely at his own risk, and no person shall have any claim against the Association of whatsoever nature arising from such use, nor for any thing which may befall any person during the course of such use, whether caused by human or animal agency, natural phenomena or otherwise.

58.2 No person shall have any claim against the Association in respect of fire or any substance, liquid or gas, on or escaping from the property of the Association and causing damage to any person or property of any Member.

58.3 Each and every Member individually shall indemnify and hold harmless the Association against all and any claims of whatsoever nature and howsoever arising which may be brought against the Association by any Member, members of his family or any person within the Township at the invitation of or under the control of the Member concerned.

59. **EXTENSION OF...../**

59. EXTENSION OF THE TOWNSHIP

- 59.1 The Developer shall have the right to lay out and develop the Township in phases in accordance with approvals granted by the Competent Authorities from time to time.
- 59.2 The Developer shall have the right for its benefit to extend the Township
- 59.2.1 by the incorporation therein of adjacent immovable properties; and/or
- 59.2.2 by the increase in the number of approved Residential Erven by a maximum of 100 (One Hundred), which Residential Erven may be located upon that area designated as "Undetermined" upon the plan No. GAM123/7 dated January 1991 prepared by Metroplan or elsewhere within the Township or upon land incorporated into the Township in terms of clause 59.2.1.
- 59.3 The Members shall be precluded from lodging objections against applications to the competent authorities consistent with clause 59.1 and 59.2.

60. BUSINESS ERVEN

The Developer shall have the right to apply for the zoning as Business Erven Portions 8, 9, 10 and 20 of the farm Mauritzkraal No. 501 and areas immediately adjacent thereto as also the area at the entrance to the First Phase Caravan Park at or in the vicinity of the shop in existence at the date of registration of the Association. The Members shall be precluded from lodging objections against any such applications to the Competent Authorities.

61. TRANSFER .../

61. **TRANSFER OF REMAINDER OF TOWNSHIP**

Upon completion of all phases of the development of the Township by the Developer, or earlier in the Developer's discretion, the Developer shall transfer to the Association at the expense of the Developer free and unencumbered title to the remainder of the Township comprising all areas which are not subdivided even within the Township but excluding

- 61.1 Portions 8, 9, 10 and 20 of the farm Mauritzkraal No. 501; and
- 61.2 the 2 (two) areas presently zoned "Undetermined" until the Developer is prepared to forgo development rights in respect of any such areas.

62. **DISPUTES**

62.1 Any dispute whatever arising between Members of the Association or between Members and the Association, in relation to the affairs of the Association including the interpretation of these presents shall be submitted to and decided by a referee on notice given by either party to the other in terms of this Article 62.

62.2 The referee shall

- 62.2.1 if the matter in issue is an accounting matter only, be a Chartered Accountant of not less than 15 (fifteen) years' standing and experience as such, agreed upon between the parties to the dispute, or failing such agreement, to be nominated by the President for the time being of the Eastern Cape Society of Chartered Accountants;

62.2.2 if the...../

- 62.2.2 if the matter is a legal matter only, be an Attorney of not less than 15 (fifteen) years' standing, agreed upon between the parties to the dispute, or failing such agreement, to be nominated by the President for the time being of the South Eastern Cape Attorneys Association;
 - 62.2.3 if the matter in dispute is any other matter, be an independent person of not less than 15 (fifteen) years' experience in his particular field/discipline agreed upon between the parties to the dispute, or failing such agreement, to be nominated by the President for the time being of the South Eastern Cape Attorneys Association;
 - 62.2.4 if the parties are unable to agree whether the dispute falls to be determined by a person to be appointed in terms of 62.2.1, 62.2.2 or 62.2.3, then the referee shall be nominated by the President for the time being of the South Eastern Cape Attorneys Association taking due cognizance of the qualifications stipulated in 62.2.1, 62.2.2 and 62.2.3.
- 62.3 The referee appointed or nominated as aforesaid shall be entitled to use his own expert knowledge in arriving at a decision, and he shall be vested with entire discretion as to the procedure and manner to be followed in arriving at his decision.
- 62.4 The parties to the dispute shall use their best endeavours to procure that the decision of the referee shall be given within 7 (seven) days or so soon thereafter as reasonably possible after it has been demanded.

62.5 The referee's...../

- 62.5 The referee's decision shall be final and binding on the parties to the dispute, shall be carried into effect and may be made an order of any competent court at the instance of either party to the dispute.
- 62.6 The provisions of this Article 62 constitute an irrevocable consent by the parties to any proceedings in terms thereof and neither of the parties to a dispute shall be entitled to withdraw therefrom or claim at any such proceedings that it is not bound by the provisions of this clause.
- 62.7 The referee shall determine which of the parties to the dispute, and to what extent, the parties to the dispute shall be liable for the costs of the determination (including costs incurred by the other party to the dispute).
- 62.8 If the referee requires his fees to be guaranteed the parties to the dispute shall each be required to provide guarantees therefor acceptable to the referee in such amounts and subject to such conditions as the referee may reasonably require. If any party (the defaulting party) fails to provide such guarantee the remaining party/ies shall be entitled to do so and to claim from the defaulting party any amount paid to the referee in terms of the guarantee provided on behalf of the defaulting party.

Particulars .../

Particulars of subscribers	Date and signature	Particulars of witness	Date and signature
<p>1. Full names COLIN GEORGE RUSHMERE Occupation ATTORNEY Residential address 85 - 9TH AVENUE, WALMER, PORT ELIZABETH, 6070 Business address PAMELA ARCADE, SECOND AVENUE, NEWTON PARK, PORT ELIZABETH, 6045 Postal address P O BOX 12113, CENTRAHIL, PORT ELIZABETH, 6006</p>		<p>1. Full names WILLIAM STATEN ALLCHURCH Occupation ATTORNEY Residential address 31 WATER ROAD, WALMER, PORT ELIZABETH, 6070 Business address 21 CHAPEL STREET, PORT ELIZABETH, 6001 Postal address P O BOX 100, PORT ELIZABETH, 6000</p>	
<p>2. Full names ELIZABETH JEAN RUSHMERE Occupation HOUSEWIFE Residential address 85 - 9TH AVENUE, WALMER, PORT ELIZABETH, 6070 Business address NOT APPLICABLE Postal address 85 - 9TH AVENUE, WALMER, PORT ELIZABETH, 6070</p>		<p>2. Full names WILLIAM STATEN ALLCHURCH Occupation ATTORNEY Residential address 31 WATER ROAD, WALMER, PORT ELIZABETH, 6070 Business address 21 CHAPEL STREET, PORT ELIZABETH, 6001 Postal address P O BOX 100, PORT ELIZABETH, 6000</p>	
<p>3. Full names MARK WEIR RUSHMERE Occupation PROPERTY MANAGER Residential address 85 - 9TH AVENUE, WALMER, PORT ELIZABETH, 6070 Business address PAMELA ARCADE, SECOND AVENUE, NEWTON PARK, PORT ELIZABETH, 6045 Postal address P O BOX 12113, CENTRAHIL, PORT ELIZABETH, 6006</p>		<p>3. Full names WILLIAM STATEN ALLCHURCH Occupation ATTORNEY Residential address 31 WATER ROAD, WALMER, PORT ELIZABETH, 6070 Business address 21 CHAPEL STREET, PORT ELIZABETH, 6001 Postal address P O BOX 100, PORT ELIZABETH, 6000</p>	
<p>4. Full names COLIN BRYAN RUSHMERE Occupation COMPANY SECRETARY Residential address 4 MELVILLE ROAD, MILL PARK, PORT ELIZABETH, 6001 Business address C/O COCA-COLA SABCO, 159 HARROWER ROAD, PORT ELIZABETH, 6001 Postal address 4 MELVILLE ROAD, MILL PARK, PORT ELIZABETH, 6001</p>		<p>4. Full names WILLIAM STATEN ALLCHURCH Occupation ATTORNEY Residential address 31 WATER ROAD, WALMER, PORT ELIZABETH, 6070 Business address 21 CHAPEL STREET, PORT ELIZABETH, 6001 Postal address P O BOX 100, PORT ELIZABETH, 6000</p>	

Particulars of

Particulars of subscribers	Date and signature	Particulars of witness	Date and signature
<p>5. Full names CHRISTOPHER EGBERINK Occupation BUSINESSMAN Residential address 91 - 9TH AVENUE, WALMER, PORT ELIZABETH, 6070</p> <p>Business address C/O FAWICK INSTRUMENTATION, 45b FETTES ROAD, PORT ELIZABETH, 6001 Postal address 91 - 9TH AVENUE, WALMER, PORT ELIZABETH, 6070</p>		<p>5. Full names WILLIAM STATEN ALLCHURCH Occupation ATTORNEY Residential address 31 WATER ROAD, WALMER, PORT ELIZABETH, 6070 Business address 21 CHAPEL STREET, PORT ELIZABETH, 6001</p> <p>Postal address P O BOX 100, PORT ELIZABETH, 6000</p>	
<p>6. Full names GRAEME FREDERICK RUSHMERE Occupation ATTORNEY Residential address</p> <p>Business address 44 WIERDA ROAD WEST, WIERDA VALLEY, SANDTON, JOHANNESBURG, 2196 Postal address P O BOX 781272, SANDTON, 2146</p>		<p>6. Full names Occupation Residential address</p> <p>Business address</p> <p>Postal address</p>	
<p>7. Full names GAMTOOS MOUTH INVESTMENTS (PROPRIETARY) LIMITED, Registration Number Occupation NOT APPLICABLE Residential address NOT APPLICABLE</p> <p>Business address PAMELA ARCADE, SECOND AVENUE, NEWTON PARK, PORT ELIZABETH, 6045 Postal address P O BOX 12113, CENTRAHIL, PORT ELIZABETH, 6006</p>	<p>Colin George Rushmere, for and on behalf of Gamtoos Mouth Investments (Proprietary) Limited</p>	<p>7. Full names WILLIAM STATEN ALLCHURCH</p> <p>Occupation ATTORNEY Residential address 31 WATER ROAD, WALMER, PORT ELIZABETH, 6070 Business address 21 CHAPEL STREET, PORT ELIZABETH, 6001</p> <p>Postal address P O BOX 100, PORT ELIZABETH, 6000</p>	
<p>8. Full names Occupation Residential address</p> <p>Business address</p> <p>Postal address</p>		<p>8. Full names Occupation Residential address</p> <p>Business address</p> <p>Postal address</p>	