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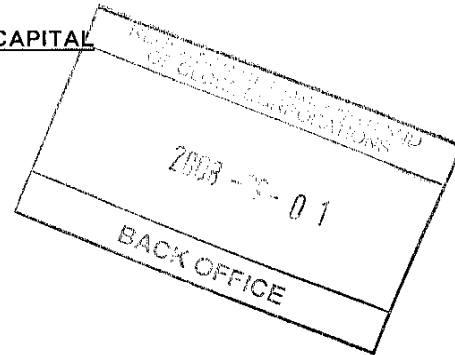
REPUBLIC OF SOUTH AFRICA
COMPANIES ACT 1973

ARTICLES OF ASSOCIATION

OF A COMPANY NOT HAVING A SHARE CAPITAL

(Section 60(1) and Regulation 18)

Registration No. of Company



NAME OF ASSOCIATION:

N4 GATEWAY PROPERTY OWNERS ASSOCIATION

(Association incorporated under Section 21)

A.

The Articles of Table "A" and Table "B" contained in Schedule 1 to the Companies Act 1973, shall not apply to the Association.

B.

The Articles of Association as are hereinafter set out.

1. DEFINITIONS AND INTERPRETATION

1.1 In these Articles, unless inconsistent with otherwise indicated by the context, the following words and expressions shall bear the meanings assigned to them hereunder, and cognate expressions shall bear corresponding meanings:

1.1 "Act" means the Companies Act No. 61 of 1973, as amended, from time to time;

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- 1.2 **"Articles"** means the Articles of Association for the time being of the Association;
- 1.3 **"Association"** means the N4 Gateway Property Owners Association (incorporated under Section 21 of the Act), and "POA" and "Company" shall have a cognate meaning;
- 1.4 **"ARC"** means the Architectural Review Committee, as provided for in Article 12.7, and as further referred to elsewhere in these Articles;
- 1.5 **"Auditors"** means the duly appointed auditors of the Association from time to time;
- 1.6 **"Board"** means the Board of Directors of the Association from time to time;
- 1.7 **"Body Corporate"** means such a body corporate as defined in Section 1 of the Sectional Titles Act or a Share Block Association defined in Section 1 of the Share Blocks Control Act;
- 1.8 **"Chairperson"** means the Chairperson of the Association as appointed by the Members from time to time, as provided in these Articles (read together with the Act) who shall furthermore serve in this capacity with respect to the Board;
- 1.9 **"Committee"** means any committee appointed by the Board, on behalf of the Association as provided for in these Articles;
- 1.10 **"Conditions of Establishment"** means the conditions of establishment under which the Township shall be proclaimed, as approved by the Competent Authority (City of Tshwane Metropolitan Municipality), a copy of which, bearing the date 7 July 2008, is displayed on the Website ;
- 1.11 **"Competent Authorities"** means the City of Tshwane Metropolitan Municipality (within which area of jurisdiction the Land falls ("the Local Authority")), and any other authority empowered by Law with jurisdiction in respect of the Township, the Land, the Erven, the Association and any other

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- relevant matter referred to in these Articles;
- 1.12 **“Developer”** means Uniqon Wonings (Pty) Limited, Registration Number 1999/001441/07, a company registered in accordance with the Act, and shall include its successors-in-title and assigns;
- 1.13 **“Development”** means, with respect to the Land the establishment by the Developer of the Township thereon in accordance with the Conditions of Establishment, and, the other improvements undertaken by the Developer as referred to in these Articles;
- 1.14 **“Development and Architectural Controls”** means the Design Guidelines of the Association, which may be amended by the Developer during the Development Period and, after expiry thereof, may be amended by the Board (or ARC), the prior written consent of the Developer being required insofar as any amendment during the Development Period is concerned, and in all instances such amendment shall require, where relevant, the approval of the Local Authority;
- 1.15 **“Development Period”** means, subject to the provisions of these Articles, the period within which a Member is required to commence and complete the development of the improvements to his Erf, as stipulated in the Deeds of Sale with respect to the (first) sales of Erven from the Developer to Members, alternatively as may be advised by written notice from the Developer to a Member (the Development Period to apply to all saleable Erven in the Township);
- 1.16 **“Directors”** means the duly appointed directors of the Association from time to time (and where relevant and applicable, “Trustees” shall have a cognate meaning);
- 1.17 **“Environmental Reports”** means the geophysical/geotechnical report and soil report relating to the condition of the Land and, to the extent relevant, those portions of the Conditions of

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Establishment, which are relevant insofar as any Rights and Restrictions pertaining to the Land and the Erven comprised of the Township are concerned;

1.18 **“Erf”**

means that defined portion of the Land as shall comprise of the Township and shall include:

- (i) any sub-division of any Erf;
- (ii) any consolidation of 2 (Two) or more Erven;
- (iii) a Sectional Title Unit under the provisions of the Sectional Titles Act (and as shall include the right to extend a Sectional Title Scheme as contemplated in Section 25 of the Sectional Titles Act);

1.19 **“Land”**

means the Remaining Extent of Portion 4 of the Farm The Willows 340, Registration Division JR, Province of Gauteng, measuring 66,0233 (Sixty Six comma Zero Two Three Three) hectares held by the Developer under Title Deed No. T13675/2007 (and shall include any further portions of the adjoining immovable properties, which may be acquired by the Developer and consolidated with the aforementioned Land);

1.20 **“Legislation”**

means any Statute, Ordinance, Bye-Law, Regulation or other legislative enactment (and “Law” shall have a cognate meaning);

1.21 **“Levies”**

means the levies payable monthly by a Member to the Association in respect of the Erf owned by a Member, and shall include any Special Levies (“Special Levies”), which may be raised by the Board from time to time; (and in the context shall include any interest due to the Association in respect of any levies, which are in arrear, plus the costs of recovery thereof);

1.22 **“Manager”**

means the person (including any legal entity (whether incorporated or unincorporated)) appointed by the Association from time to time to undertake the management or control of the Township, Development

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- or any particular aspect thereof; ("Manager" shall have a cognate meaning);
- 1.23 **"Member"** means a member of the Association by virtue of ownership of an Erf (and "Owner" shall have a cognate meaning);
- 1.24 **"Office"** means:
- (i) the registered office of the Association from time to time; ("Registered Office");
 - (ii) the management office, whether established on the Land or elsewhere and from which the Management of the Township shall be effected by the Manager; ("Management Office");
- 1.25 **"Owner"** means any person (whether a natural person or legal entity (whether incorporated or unincorporated)) which is the registered owner of an Erf (or an undivided share therein) and shall include any joint owners, as more fully dealt with in these Articles;
- 1.26 **"POA"** means the Association;
- 1.27 **"POA Sites"** means Erven 563 and 564 in the Township (which shall be owned by the POA), as zoned for dedicated access control, security installations and essential services and shall include any POS (or portions thereof), which may subsequently be acquired by the Association;
- 1.28 **"POS"** means the Private Open Spaces as depicted on the General Plan of the Township comprising:
- (i) Erf 565 (the koppie situate in the North West corner of the Township);
 - (ii) Erf 566 (the park area situate in the North East corner of the Township);
 - (iii) Erf 567 (the wetland – storm water runoff control and management area);

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- (iv) Erf 568 (storm water runoff control and management area);
 - (v) Erf 562 (existing cemetery site ("Cemetery Site"));
 - (vi) Erf 569 (private street – Amatole Street); and
 - (vii) Erf 570 (private streets – Rooiberg Street, Kambathi Street, Sneeuberg Street, Ghaap Street, Bosberg Close, Robberg Close and Banghoek Crescent);
- 1.29 **"PQ"** means proportionate quota, being the area which an Erf bears to the total area of all Erven in the Township (expressly excluding however the POS and POA Sites), expressed as a decimal fraction, correct to four places, as may be amended pursuant to the provisions of Article 8.7.14, as determined by a land surveyor appointed by the Developer during the Development Period, and thereafter by the Board;
- 1.30 **"Prime Rate"** means the publicly quoted prime lending rate of interest charged from time to time by ABSA Bank Limited in respect of unsecured overdraft facilities to its commercial sector clients, as certified by any manager, assistant manager or accountant of any branch of the said bank, whose designation, appointment, capacity and authority it shall not be necessary to prove, such certificate serving as *prima facie* evidence of the aforesaid rate;
- 1.31 **"Rules"** means the Rules as are contained in these Articles or by reference thereto, and which may be established by the Board from time to time in accordance with these Articles; for all purposes any directives issued by the Board in accordance with the powers conferred upon them in terms of these Articles shall have the same force and effect as a Rule;
- 1.32 **"Sectional Titles Act"** means the Sectional Titles Act No. 95 of 1986, as

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- amended, and the Sectional Title Rules as referred to therein and any regulations in force thereunder, from time to time;
- 1.33 **“Servitudes”** means those servitudes which have or shall be registered, as required, by any Competent Authority (City of Tshwane Metropolitan Municipality) in favour of such Competent Authority and the POA respectively (and which shall include any servitudes which may be required to be registered in terms of the provisions of these Articles);
- 1.34 **“S&O”** means the services and outgoings relating to the supply of water, electricity, telecommunications and other utilities, sewerage, refuse removal and any other services provided by the Local Authority and any other Competent Authority to the Township from time to time and, to an Erf;
- 1.35 **“Township”** means the Willow Park Manor Extension 65 Township to be established in terms of the Conditions of Establishment by the Developer in respect of the Land;
- 1.36 **“VAT”** means Value Added Tax, which accrues and is payable in terms of the Value Added Tax Act 1991, as amended (“the VAT Act”);
- 1.37 **“Website”** means the website of the Developer and/or the Manager as shall be advised by or on behalf of the Board to Members, from time to time (on which information and documentation relevant to the Township, management and control of security installations and services and related matters, shall be displayed, as deemed necessary by the Board and/or the Manager from time to time);
- 1.2 Words and expressions used and not otherwise defined in these Articles shall have the meaning assigned to them by the Act or, where applicable, any other Legislation.
- 1.3 The headings or sub-headings to any of these Articles, or any paragraph, are intended for reference purposes only and shall not influence the construction or interpretation of these Articles.

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- 1.4 In interpreting or construing these Articles, unless the context indicates a contrary intention:
- 1.4.1 a reference to any gender shall include the other genders;
- 1.4.2 a reference to the singular shall include the plural and *vice versa*;
- 1.4.3 a reference to a natural person shall include a legal entity (incorporated or unincorporated, including any trust) and the converse shall apply.
- 1.5 Where in any definition, rights and/or obligations are conferred and/or imposed, same shall be regarded and effect given thereto as a substantive provision of these Articles.
- 1.6 Where any word or phrase is defined in any Article, the meaning ascribed shall apply when used elsewhere in these Articles, unless in the context a contrary intention is expressly indicated.
- 1.7 Any reference to an enactment is to that enactment as the date of incorporation of the Association, and as amended or re-enacted at any time subsequent thereto.
- 1.8 The terms, conditions, rights, undertakings, covenants, restrictions, obligations and provisions (all of which are for convenience referred to in these Articles as "provisions") contained, conferred or imposed under these Articles, are severable and divisible as to each provision or part thereof, and should any provision, or part thereof, be found to be invalid or unenforceable by a competent Court, only to the extent of such finding and subject to the Order of such Court, the remaining provisions or parts thereof shall remain of full force and effect.
- 1.9 Should the provisions of these Articles conflict in any way with the provisions of any Deed of Sale entered into between the Developer and any Owner (including any Member's successor-in-title) with respect to the purchase of any Erf, the provisions of these Articles shall prevail.
- 1.10 Where the consent, approval or permission (all of which, for convenience, shall be referred to as "consent" of the Association, which shall include the Board, the Manager or a Committee, where relevant) is required for any purpose same shall, unless the context expressly indicates otherwise:
- 1.10.1 refer to the prior written consent of the intended grantor; and
- 1.10.2 the consent shall not be unreasonably withheld;

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- 1.10.3 in the event of the refusal or withholding of such required consent, the onus shall be on the party seeking the consent to prove that the refusal or withholding thereof was unreasonable in all the circumstances.
- 1.11 Where any particular number of days as provided in these Articles for the doing of any act for any purpose, the reckoning shall exclude the first day and shall include the last day, and should the last day not be a business day, the last day for such purposes shall be the next succeeding business day; a "business day" shall be any day other than a Saturday, Sunday or proclaimed public holiday in the Republic of South Africa.
- 1.12 In these Articles where any word, phrase or expression is followed by the words "and", "and/or" or "or" or "including, or "in particular", the use of the following words, phrase or expression shall not be deemed to restrict the meaning of the relevant preceding words, phrase or expression.
- 2. OBJECTS OF ASSOCIATION**
- 2.1 In addition to the Main Object and Main Business of the Association, as set out in the Memorandum of Association, the following objectives and purposes of the Association shall comprise of the underlying principles of the Association, the various rights and obligations as referred to in these Articles being intended to ensure the attainment of such objects and purposes in compliance with these principles.
- 2.2 To ensure compliance by Members with the Conditions of Establishment and in particular, conformity with the requirements in terms of the Environmental Documents, the Development and Architectural Controls and to otherwise ensures compliance with the Legislation affecting a Member's development of its Erf and the use thereof.
- 2.3 To act, where deemed appropriate by the Board, as a liaison between the Association (which shall include any group of Members) and the Local Authority regarding landscaping, their setting, usage of the Erf and the improvements erected or to be erected thereon.
- 2.4 To exercise control over the rights created and as may still be created with respect to the Township or any particular Erven (and POS) and to formulate Rules for the control of building works, barriers (walling/fencing/gates), exterior lighting, signage, aesthetic planning and landscaping of Erven (including pavements/road reserve areas/street verges abutting Erven).
- 2.5 To ensure and enforce compliance with these Articles and the Rules.

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- 2.6 To implement and control the Development relating to the POS Sites, security installations and services, access to and egress from the Township (via the dedicated POS Sites), to generally establish rules and to issue directives concerning security matters, from time to time including any security arrangements required with regard to any building works on any particular Erf; the foregoing shall include the right to issue Rules or directives via the Board, relating to the entry of construction personnel and other contractors' employees, agents and sub-contractors to the Township, the presence of any of the aforementioned construction personnel in the Township during restricted hours, the collection of personnel and employees and all or any matters considered necessary for the enforcement of reasonable and adequate security in the circumstances, from time to time.
- 2.7 To enforce and ensure compliance by Members with all ecological requirements relating to the preservation and maintenance of those POS, which in terms of the Environmental Documents, or as otherwise determined by the Board in the interests of the Association, are necessary to avoid any form of pollution, contamination or damage.
- 2.8 To ensure that each Member maintains its Erf in a clean, sanitary/hygienic condition (and vermin free) and adheres to the Rules, (including directives of the Board) for such purposes. (In the event of a Member failing to adhere to the relevant Rules and/or directives and/or failing to maintain its Erf in the condition as is required, the Board shall be entitled, but not obliged, and without derogating from any other rights or remedies available to it in consequence of a breach by a Member of these Articles (including Rules) to enter upon a Erf and to perform the necessary acts and render the relevant services, directly or indirectly via the Association's (including Manager's) duly appointed contractors, and to recover from the Member the costs incurred in connection therewith.)
- 2.9 To maintain the POS and POA Sites and to effect the required maintenance, repairs and renovations (including beautification) when deemed appropriate and to ensure the application of sound ecological/conservation practices with regard to those POS, which are ecologically sensitive. (For such purposes the Association shall endeavour to comply with any guidelines provided by the Competent Authorities and/or any consultant experts in the particular discipline).
- 2.10 To similarly ensure appropriate measures relating to water usage and pollution/contamination (including littering) affecting the POS and in conformity with these obligations to maintain the landscaping and vegetation in accordance with the protocols applicable.
- 2.11 To consent, in the sole discretion of the Board, to any proposed consolidation, sub-

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division or rezoning of any Erf and to stipulate any pre conditions to the granting of any such consent.

- 2.12 To impose Levies, including where deemed appropriate Special Levies, to enable the Association to discharge its obligations in the attainment of its objects and purposes for the general benefit of the Members.

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) subject to the provisions of Article 3.6, and to any other person who is in terms of the Deeds Registries Act reflected in the records of the Deeds Office concerned as (registered) Owner of any Erf in the Township.

- 3.2 Where any Erf is owned by more than 1 (One) person, all the (registered) Owners of the Erf shall together be deemed to be 1 (One) Member of the Association and have the rights and obligations of 1 (One) Member of the Association, provided, however, that all co-Owners of any Erf shall be jointly and severally liable for the due performance of all obligations to the Association and compliance with the provisions of these Articles (and Rules).

- 3.3 When a Member becomes the (registered) Owner of an Erf he shall *ipso facto* become a Member of the Association, and when he ceases to be the Owner of any Erf, he shall *ipso facto* cease to be a Member of the Association.

- 3.4.1 Where a Member is legal entity, whether incorporated or unincorporated (and which shall include a Trust) such Member shall in the form prescribed by the Board advise of its designated and authorised representative ("Member's Representative") who shall represent the relevant Member in all communications to or within the Board (and the Manager), the foregoing not being intended to derogate from the right of any Member, for the purpose of any meeting of Members, to appoint a proxy as provided in the Act and these Articles;

- 3.4.2 a Member may alter the details of its Member's Representative by written notice to the Board (and Manager) to that effect;

- 3.4.3 the purpose of this Article is to ensure that neither the Board nor the Manager have to deal with more than 1 (One) person, as a Member's Representative, at any given time (and to furthermore so avoid confusion in dealing with any particular Member);

- 3.4.4 where a Member owns more than 1 (One) Erf, it shall, in such circumstances, be

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entitled to appoint a different Member's Representative with respect to each such Erf.

- 3.5 The provisions as set out in Article 3.4 shall apply similarly to an Erf, which has joint co-Owners.
- 3.6.1 The Developer and its nominees shall, during the Development Period, remain Members together with those persons who, from time to time, become Owners in accordance with the provisions of these Articles and as soon as no less than half the Erven in the Township (excluding the POS Sites) have been transferred to Owners, not less than 4 (Four) of the subscribing Members shall resign, and, as soon as no less than three quarters of the Erven in the Township (excluding the POS Sites) have been transferred to Owners the remaining subscribing Members, save for the Developer, shall resign, save in all instances where any such subscribing Member has become an Owner;
- 3.6.2 as soon as all the Erven in the Township have been transferred to Owners the Developer shall resign as a Member.
- 3.7 Admission to Membership shall further, in all instances, be subject to the approval of the Board, which shall require to be satisfied that the aspirant Member has otherwise complied with the requirements, as set out in these Articles, for Membership, and the prospective Member has confirmed, in writing, that it will abide by these Articles (and the Rules), and has otherwise complied with its obligations with respect to transfer of the acquired Erf and discharged its obligations to the transferor thereof.

4. CESSATION OF MEMBERSHIP

- 4.1.1 Membership of the Association shall cease;
- 4.1.2 upon a Member ceasing to be an Owner;
- 4.1.3 upon the issue of a final Order of Sequestration or liquidation of the Member concerned;
- 4.1.4 upon the death of a Member, or upon the Member being declared insane or incapable of managing his affairs.
- 4.2 In the event of a Member ceasing to be a Member in terms of Article 4.1.2 or 4.1.3 the legal representative of such Member shall, for all purposes, be recognised and be bound as the Member under these Articles.
- 4.3 An Owner may not resign as a Member, save however that the subscribing Members,

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as nominees of the Developer, can by way of a written notice served at the Registered Office, within 30 (Thirty) days of the expiry of the Development Period, or, at the election of such nominee or, at the election of the nominee, as soon as the subscribing Members have become Owners.

4.4 Good Standing:

Nothing to the contrary excepted in these Articles, the rights of a Member to vote at any meeting of Members shall be unrestricted, save where a Member is not in good standing (in consequence of the failure to pay any Levies due to the Association, despite demand or in the event of the failure of a Member to remedy any breach of the provisions of these Articles (and Rules), despite demand); a certificate under the hand of an authorised representative of the Manager or the Chairperson (or secretary of the Board) shall be sufficient proof of a Member's standing for purposes of this Article.

5. **REGISTER OF MEMBERS**

The Association shall maintain at its Registered Office (and Management Office) a register of Members as provided in Section 105 of the Act, such registers to be open for inspection by Members (or their duly authorised representatives), as provided in Section 113 of the Act.

6. **LIABILITY OF MEMBERS**

6.1 In addition to the limited liabilities of Members as referred to in the Memorandum of Association, the liability of each Member, as a Member of the Association, shall in addition be limited to such other amounts as may be owing by a Member to the Association, from time to time, with respect to any Levies or from whatsoever other cause arising.

6.2 The cessation of Membership, for whatever reason, shall not absolve or otherwise relieve an erstwhile Member from discharging any liabilities owed to the Association from whatsoever cause arising and which accrued prior to such Membership having been terminated, or which may arise in consequence of such termination, notwithstanding the cause or reason for such cessation of Membership.

7. **DUTIES OF MEMBERS**

Each Member shall:

7.1 abide by these Articles and diligently and punctually comply with the Rules (and directives of the Board) (and to the extent of any powers of the Board delegated to the

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Manager, of the Manager);

- 7.2 pay the Levies from time to time on due date;
- 7.3 obtain the consent of the Board (or ARC) to any building plans prior to submission of these for approval to the Local Authority, and prior to commencing with any site works, building works, the erection of any walling/fencing ("barriers"), signage, exterior lighting, painting or repainting and in which respects the following shall apply:
- 7.4 all building works including any renovations, additions and other improvements shall comply with any prescriptions relating to compliance with the ecological protocols (including, but not limited to, the disposal/containment of any waste, effluent and pollutants) and be in conformity with the Developmental and Architectural Controls;
- 7.5 in the event of a Member being aggrieved by a decision of the Board (or ARC), such dispute shall be referred to an architect mutually agreed upon within 7 (Seven) days of the declaration of a dispute, or failing agreement, to be appointed by the President, for the time being of the South African Institute of Architects for the Province of Gauteng, who shall be requested to appoint an architect for purposes of settling such dispute;
- 7.6 the cost of any architect agreed upon or appointed in terms of these provisions, shall be borne by the Member and the Association equally; the architect so appointed shall in all instances, be of not less than 10 (Ten) years' standing, whose practice is within a radius of 50 (Fifty) kilometres of the Land, and whose determination of the dispute shall be final and binding;
- 7.7 maintain its Erf in a clean, tidy, sanitary and hygienic condition, free of vermin, to the satisfaction of the Board, and should the Board be of the opinion that a Member is not complying with its obligations in terms of these Articles, and remains in default, notwithstanding reasonable written notice from the Board (the period of such notice being dependent upon the nature of the breach), it shall be entitled directly or via the Manager (or any contractor appointed by either of them), to perform the work or render the services, which are required to be so done or provided, at the expense of the Member, and the Board (or Manager, as the case may be) shall be entitled to cover all expenditure reasonably incurred in connection with the foregoing, together with interest calculated thereon at the Prime Rate plus 4 (Four) percentage points, for the period from the date on which the expenditure was incurred, to the date of actual repayment;
- 7.8 not construct any buildings on the Erf or erect or install thereon any plant, equipment or machinery thereon, in a manner, which causes a danger, nuisance or disturbance to the occupiers of neighbouring Erven, and where applicable, the Member shall cause

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suitable screens and/or barricades to be erected to reduce the emission of noise, dust, smoke, gasses, waste, effluent, pollutants or other nuisances from the Erf, and the following provisions shall furthermore apply:

- 7.8.1 the plans to be submitted to the Board (or as may be resolved by the Board, from time to time, to the ARC or any other Committee so designated by the Board) as referred to elsewhere in these Articles shall indicate, with particularity, the nature of all such installations comprising plant, equipment and machinery and the nature of any screens and/or barricades (including noise suppression devices);
- 7.8.2 the foregoing installations shall be effected in conformity with applicable Legislation and directives/approval of the Competent Authorities;
- 7.8.3 in the case of any generators or other plant requiring the storage of petroleum, diesel, gas or other fuels, same shall similarly be contained in accordance with the applicable Legislation and compliance with the requirements of the Competent Authorities;
- 7.8.4 access to any points for delivery of any such fuel supplies shall be located on the Erf;
- 7.9 not burn or permit to be burnt any materials or refuse/waste resulting from or in connection with the construction works on the Erf and/or in consequence of the business to be conducted by the Member on or from the Erf, and the Member shall ensure that the collection and removal of waste and refuse from the Erf is implemented on a regular basis and in a sanitary manner, so as to cause no spillage or other nuisance to the occupiers of neighbouring Erven;
- 7.10 repair promptly at its cost any damage, howsoever occasioned to the buildings and other improvements on the Erf including barriers, road shoulders, pavements, road reserves and road verges, as well as any part of the Common Areas (comprised of the POS) caused by a Member, its employees, agents, contractors, invitees and visitors, whether during the course of any building works on the Erf or otherwise, and in regard to the foregoing the following provisions shall furthermore apply:
- 7.10.1 any damage to or cause to or defects appearing in the barriers of the Erf, which are on the perimeter, boundary of the Township and/or on the boundary of a public road, which is occasioned otherwise than as a result of any act or omission on the part of a Member, its employees, agents, contractors, invitees and visitors, shall be so repaired by the Association;
- 7.10.2 where any damage or defect requiring repair, in respect of the aforementioned, is occasioned otherwise due to any act or omission of a third party, the responsibility for repair remains with the Member, irrespective as to whether the Member has any

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- recourse in terms of any insurance policy;
- 7.11 not interfere with the access of Members and, where entitled, persons lawfully in the Township to the POS, whether during the construction of any works on the Erf or otherwise;
- 7.12 ensure that all reasonable means are used to prevent the roads in the Township leading to the Erf (including any pavements, road reserves, road shoulders and road verges) from being damaged in the course of access to the Erf during any construction period (pertaining to the Erf) and in the course of conduct of the Member's business, whether the consequence of any vehicular traffic or otherwise; (a Member shall ensure that all equipment and materials being conveyed from to or from the Erf are so conveyed or otherwise transported in a manner as to ensure the avoidance of damage);
- 7.13 ensure that its employees, agents, contractors (and their sub-contractors) as well as any invitees/visitors comply with all security protocols relating to ingress to and egress from the Township and with respect to conduct whilst in or about the Township;
- 7.14 ensure that the Erf shall not be used for any purposes, which may be illegal or otherwise in contravention of any Legislation;
- 7.15 ensure compliance with all Legislation affecting the business conducted by the Member on or from the Erf;
- 7.16 expressly, with regard to any refuse or waste, that same shall not be allowed to accumulate on the Erf and shall be deposited and/or otherwise retained in suitable containers located in appropriate areas, screened and concealed from view in a manner as shall prevent any odours emanating from such containers and/or which would otherwise cause any unsanitary/unhygienic conditions to arise and/or which could result in any nuisance or other detrimental effects to the occupants of neighbouring Erven;
- 7.17 any containers in which any refuse or other waste materials are stored may not be placed outside the Erf or in any public area or in any thoroughfare (or in any areas adjoining any thoroughfare) for a period exceeding 24 (Twenty Four) hours before and after the scheduled collection hours of such containers;
- 7.18 ensure that any infestation of vermin (including but not limited to rodents, insects and other pests), which occurs in, on or about the Erf are immediately disposed off/eradicated, and where necessary, necessary disinfectant measures are implemented to ensure that the Erf and its environs remain in a clean, tidy and sanitary/hygienic

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condition;

- 7.19 ensure that all weeds and any prohibited flora (whether alien or indigenous) are promptly removed from the Erf;
- 7.20 be and remain responsible for the acts and omissions of its directors (if relevant), members, employees, agents, contractors, invitees/visitors and occupiers (and a reference in these Articles to a "Member" shall include, where relevant, any person lawfully occupying an Erf or any portion thereof, whether in terms of any lease or other agreement of occupancy with the Member);
- 7.21 ensure that the Erf is kept free of any squatters and ensure that reasonable precautions are implemented to avoid any trespass on the Erf by unauthorised persons;
- 7.22 afford access to the Board, the Manager (and any person duly authorised by either of the foregoing) for any purposes permitted in terms of these Articles, including, but not limited to any necessary repairs to the barriers erected on the boundaries (perimeters of the Township and public roads);
- 7.23 not interfere with the electrical supply and other installations serving the (electrified) barriers (on the Township perimeter boundary and public roads' boundaries);
- 7.24 ensure compliance with the security protocols (which are deemed to comprise of the Rules) and as laid down by the Board (and any Committee appointed for such purpose) and as may otherwise be directed by the Manager (in terms of its delegated powers) details of such security protocols (and other Rules) to be accessible on the Website, from time to time.

8. GENERAL MEETINGS

- 8.1 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 convening such meeting.
- 8.2 Not more than 15 (Fifteen) months shall elapse between an Annual General Meeting and the ensuing Annual General Meeting.
- 8.3 The Annual General Meeting (as well as Extraordinary General Meeting) shall be held at such time and place and at such venue (in Pretoria) as the Board shall from time to time resolve.

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- 8.4 All general meetings other than Annual General Meetings shall be Extraordinary General Meetings.
- 8.5 The Board may, whenever so deemed necessary, convene an Extraordinary General Meeting for the passing of any resolutions as required in terms of these Articles (and the Rules, if relevant) and pursuant to the requirements of the Act; an Extraordinary General Meeting shall further be convened upon 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 the said Section 181 of the Act.
- 8.6 Notices
- 8.6.1 An Annual General Meeting (including any Extraordinary General Meeting called for the purpose of passing a special resolution) shall be convened on at least 21 (Twenty One) days' notice, and an Extraordinary General Meeting, other than one called for the passing of a special resolution, shall be convened on at least 14 (Fourteen) clear days' notice.
- 8.6.2 In each case the notice shall be in writing and the period reckoned exclusively of the day on which it is given and shall specify the venue, day and date and hour of the meeting, in the case of any special business, in addition to any other requirements contained in these Articles (and the Act) the general nature of the business, in the case of a special resolution, the reasons, express terms and effect of the resolution shall be stated.
- 8.6.3 Unless otherwise stated in any notice for the passing of any special resolution or general resolution, the proposed resolutions may be passed with or without modification, as determined by the Members at the relevant meeting.
- 8.6.4 Notice shall be given to all Members and to such other persons as may be entitled to receive such notices from the Association.
- 8.6.5 Notices shall be delivered either by hand to the Members' addresses as reflected in the Register of Members (as retained at the Registered Office and if relevant, Management Office) or where any Member has indicated, in writing, on the Association's prescribed form, that it requires to receive any notices by way of prepaid registered mail and/or facsimile and/or e-mail, the posting or transmission of the notices in such a manner shall be considered good delivery (and receipt by Members) of the notices for all purposes, and the following further provisions shall apply:
- 8.6.5.1 in the case of hand delivery, same shall be effected during normal business hours;

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- 8.6.5.2 in the case of posting, the date of delivery to the post office, notwithstanding the date of the notice, shall be considered the date of despatch;
- 8.6.5.3 in the case of transmission per facsimile or e-mail, the date of receipt shall be the first day succeeding the date of transmission.
- 8.6.6 A general meeting shall, notwithstanding that it is called on shorter notice than required in terms of the Act (read with these Articles) be deemed to have been duly convened if:
- 8.6.6.1 such short notice is approved (and due notice waived) by all the Members entitled to attend and vote, in the case of an Annual General Meeting;
- 8.6.6.2 in the case of an Extraordinary General Meeting, if so approved by a majority of the Members holding not less than 95 (Ninety Five) Percent of the total voting rights of all Members.
- 8.6.7 In circumstances where the passing of a special resolution is required, the provisions of Section 186 of the Act shall apply (and the Association shall comply with the provisions of Section 185 of the Act with respect to the giving of notice and circulation of statements on the requisition of Members).
- 8.6.8 The inadvertent failure to give notice of any meeting (including that required for the passing of any resolution) or to present any document required to be given or sent in terms of the Act (and/or these Articles), or the non receipt of any notice or document by any Member (or other person entitled to receive same) shall not invalidate the proceedings at or void any resolution passed at any such meeting.
- 8.6.9 Agenda at Meetings:
- In addition to any other matters required in terms of the Act or these Articles to be dealt with at an Annual General Meeting, the following business shall serve on the Agenda at every Annual general meeting:
- 8.6.9.1 the consideration of the Chairperson's report;
- 8.6.9.2 the approval of the minutes of the preceding Annual General Meeting (and any Extraordinary General Meeting) held within the preceding Financial Year and for the period to the date of such Annual General Meeting;
- 8.6.9.3 the consideration of the audited annual financial statements of the Association for the preceding Financial Year and approval thereof;

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- 8.6.9.4 the consideration of the Auditor's report with respect to the financial statements;
- 8.6.9.5 the election of directors to serve until the ensuing Annual General Meeting;
- 8.6.9.6 the appointment of Auditors for the ensuing Financial Year of the Association (the re-appointment of the (current) Auditors not being prohibited), and the fixing of remuneration for the Auditors;
- 8.6.9.7 the consideration of any resolutions proposed for adoption at such meeting and the voting upon such resolutions;
- 8.6.9.8 the consideration of any other business, which may be raised for general discussion and, insofar as passing of any general resolution in regard thereto is concerned, should no prior notice thereof have been given (which notice shall comprise an attachment to the Agenda), the consideration of any such general resolution shall only be considered where a majority of the votes of the Members present in person or represented by proxy have so approved.
- 8.7 Voting
- 8.7.1 Every Member, including the Developer, in person or by proxy and entitled to vote shall:
- 8.7.1.1 have 1 (One) vote for each Erf registered in its name; and
- 8.7.1.2 have so many additional votes, per Erf owned, as is equivalent to the PQ attaching to each such Erf; and
- 8.7.1.3 during the Development Period, no resolution shall be carried unless the Developer (present in person or represented by proxy) votes in favour of such resolution.
- 8.7.2 Notwithstanding the provisions of Article 8.7.1 above, the Developer shall have, in addition to its ordinary vote for each Erf registered in its name, 66 (Sixty Six) additional votes (to the votes conferred upon it as Owner of any Erven), and, furthermore, so many additional votes as are equivalent to 49% (Forty Nine Percent) of the PQ of the total Erven in the Township (excluding the POS and POA Sites), the foregoing being referred to as the Developer's Additional Votes, provided, however that these additional votes shall, subject to the provisions of Article 3.6, terminate within the earlier of the first occurring following events:
- 8.7.2.1 24 (Twenty Four) months of expiry of the Development Period; or