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- 15.4 The Board shall further cause to be prepared directly or via the Manager a monthly set of Management Accounts in accordance with generally accepted accounting practice, and which shall reflect a trial balance sheet, income and expenditure account and cash flow statement, and on the basis of the projections in terms of the Levy Budget, and the actual performance on a "month to date", "year to date" or such other basis as the Board shall determine (or as directed by the Members in general meeting), which Management Accounts shall be produced by no later than the 15th day of each month in respect of the preceding month and where practically possible be available for consideration at the ensuing Board meeting/s.

16. ANNUAL FINANCIAL STATEMENTS

- 16.1 The Board shall cause the annual financial statements of the Association to be prepared, as indicated in these Articles, within 90 (Ninety) days, of the financial year end of the Association and reported upon as required in terms of generally accepted accounting practice.
- 16.2 Prior to submission of the audited financial statements to the Annual general meeting for approval by the Members, the Board shall consider and have approved same.
- 16.3 A copy of the audited annual financial statements, as approved by the Board shall be disseminated or otherwise made available to the Members, together with the notice convening the Annual general meeting (despatch thereof to be in the manner referred to elsewhere in these Articles and the audited annual financial statements shall be displayed with effect from the date on which such notice is given, on the Website; provided however that copies of the audited annual financial statements shall not be required to be sent to any Member whose address or other contact details (postal address, facsimile number and e-mail address are not known to the Association).

17. AUDITORS

- 17.1 The Auditors shall require to be re-appointed by the Association at each Annual general meeting.
- 17.2 The remuneration of the Auditors for the services required to be rendered during the financial year in respect of which they have been appointed shall further be approved at such Annual general meeting.

18. DEVELOPMENT BY MEMBERS OF ERVEN/IMPROVEMENTS THERE TO/MAINTENANCE AND REPAIR

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- 18.1 Members shall, with respect to the development and any other improvement of their Erf and in the performance of any works relevant thereto:
- 18.1.1 ensure that the relevant works are executed in conformity with the designs and plans as submitted to and approved by the ARC and the Competent Authorities;
- 18.1.2 have submitted to the ARC as it in its sole discretion may require, any other documentation relating to the works, the materials, the positioning of any installations of plant and machinery;
- 18.1.3.1 not commence with any building works or bulk earth works (save for site clearance works) unless the site development plan and building plans have been approved by the ARC (or any other Committee appointed for such purposes) and by the Competent Authorities;
- 18.1.3.2 not affect any further improvements including alterations, additions or renovations, which are not compliant with the Legislation, unless previously approved by the ARC, and in particular, similarly, any improvements or renovations insofar as the external appearance/facade of the improvements are concerned;
- 18.1.3.3 diligently ensure that access to the building works during the Development Period is in accordance with the regulations of the Competent Authorities;
- 18.1.4 be responsible for all acts and omissions of its contractors (and sub-contractors, agents and employees);
- 18.1.5 ensure otherwise, prompt and diligent compliance with the provisions of these Articles and the Rules insofar as all works and the maintenance and repair of any improvements is concerned;
- 18.1.6 insofar as Members who have acquired their Erf from the Developer, ensure that the relevant works with respect to the development are commenced and completed within the periods stipulated in the relevant Deed of Sale;
- 18.1.7 ensure that the Erf is kept in a neat and tidy and hygienic/sanitary condition, free of vermin at all times;
- 18.1.8 maintain the environs including landscaping, similarly in a neat and tidy condition;
- 18.1.9 ensure that its contractors (and sub-contractors) as well as agents and employees comply with the provisions of these Articles and the Rules insofar as is applicable;

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- 18.1.10 maintain the improvements in good order and condition and carry out any works required by the Association concerning any maintenance and repair (including painting/repainting of the exterior and façade are concerned;
- 18.1.11 ensure that the occupation and use of the improvements is in conformity with all applicable Legislation;
- 18.1.12 shall be and remain responsible for payment of the S&O to the Erf, the Competent Authorities and for payment of any deposits required with respect to the supply of any services and utilities to its Erf;
- 18.1.13 not allow any persons to unlawfully occupy the Erf, whether on a temporary or permanent basis;
- 18.1.14 afford reasonable access to the Association (and/or its duly authorised agents or representatives) for purposes of maintenance and repair to the barriers and security installations with respect to the perimeter boundaries and public road boundaries (of the Erf);
- 18.1.15 comply with all security protocols relating to the Township including ingress/egress and ensure compliance therewith by its directors, members, officers, employees, agents, contractors and invitees/visitors;
- 18.1.16 ensure that it is at all times in possession of valid and enforceable short term insurance policies (including public liability and SASRIA cover) with respect to the improvements on its Erf and the business conducted therefrom;
- 18.1.17 notwithstanding the issue by the Competent Authorities of an occupation certificate, on completion of the works, not be entitled to commence trade or business on or from the Erf, prior to the final inspection of the Erf and the improvements thereto by the ARC (or any other Committee appointed for such purposes), or by the Manager (if so appointed by the Board for such purposes), and that the prior written approval of the ARC (or Committee, or Manager, as the case may be) to so commence trade or business has been obtained, which approval shall not be unreasonably delayed, withheld or refused;
- 18.1.18 no residential accommodation (which shall include any "sleeping quarters") shall be provided on any Erf, save where the consent of the Board therefor has been obtained, and:
- 18.1.18.1 the provision of such accommodation has been duly depicted on the building plans submitted for consideration by the POA (as referred to hereinabove) and approved;

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and

18.1.18.2 the Members shall ensure that any persons so occupying such residential accommodation shall not create any nuisance; and

18.1.18.3 any such consent so granted may, as may be reasonably determined by the Board, be withdrawn.

19. ASSOCIATION OBLIGATIONS – POS/POA SITES

19.1 The Association shall be responsible for the maintenance, upkeep and repair of the POS (and POA Sites) including any areas conventionally termed "common areas", the private roads within the Township, the road shoulders (private roads) and road verges (private roads).

19.2 The provisions of the foregoing Article shall not derogate from the obligations of Members with respect to any damage caused to any of the aforementioned by Members, their directors, members, officers, employees, agents, contractors (including sub-contractors) and invitees/visitors.

19.3 Insurance

19.3.1 The Board shall ensure that the Association is at all times in possession of current, valid and enforceable policies of short term insurance (including public liability and SASRIA cover) with respect to all insurable risks relating to the Association's POA Sites, fixed assets including security installations.

19.3.2 With respect to the insurable value of any buildings or fixed improvements the insurance cover shall be for the full replacement thereof.

19.3.3 The Association shall ensure that it(and the Manager) are in possession of a fidelity guarantee with respect to any loss of monies belonging to the Association or for which they are responsible, occurring in consequence of any act of fraud or dishonesty committed by any person in the service of the Association, the Board and the Manager, for an amount equivalent to not less than the aggregate of cash payments received in respect of the Levies paid over a 2 (Two) month period, plus the accumulated reserves, and which may be increased from time to time as resolved by the Board or Members in general meeting.

19.3.4 The Association (and Manager) shall furthermore have in place a cash policy covering any loss of monies or loss or damage to any receptacle utilised for the intentional transit of monies.

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19.3.5 The Board shall otherwise procure and maintain such other policies of short term insurance as the Members, in general meeting, may resolve.

19.3.6 The nature and extent of the insurance cover including, but not limited to the amounts, shall be reviewed by the Board no less frequently than annually prior to the Annual General Meeting and shall be reported upon by the Chairperson in his/her report, which shall be tabled at such Annual General Meeting.

20. CONTRACTORS AND AGENTS

20.1 In order to maintain adequate security and monitor the entry of persons to the Township, Members shall furnish the Management Office with details of all agents, contractors (and sub-contractors) as well as employees (of Members and such third parties), such list to contain full particulars of the entities and individuals concerned.

20.2 Application for the issue of any temporary entry pass, disk or card shall be made on the prescribed form and accompanied by the stipulated required documentation.

20.3 As is provided elsewhere in these Articles entry may be restricted, refused or suspended subject to the terms and conditions imposed by the Board (or the Manager acting on its behalf) in appropriate circumstances.

20.4 Members and their contractors (and sub-contractors) shall ensure that all personnel involved in or about any works on an Erf (including employees of the Member) do not assemble or otherwise congregate in the streets or other POS, but are collected from the Erf at close of business (end of work day) and are conveyed directly to and from the Erf.

20.5 Members shall only be entitled to accommodate the employees (including any security personnel) on an Erf subject to compliance with the provisions of Article 18.1.18, and where a Member's contractor or agent requires, during the Development Period, or otherwise, for any necessary purposes to accommodate any personnel on the Erf, such accommodation, whether on a temporary or other basis, shall only be permissible provided that the prior approval of the Board has been obtained (or any Committee appointed for such purposes, or the Manager, if so appointed has so approved).

20.6 With respect to the accommodation of any security personnel either on a temporary or other basis, in the event of such personnel being employed by contractors or agents of the POA, the POA shall be entitled to make such reasonable arrangements therefor as its deems necessary.

21. LETTING/OCCUPATION OF AN ERF OR ANY PORTION THEREOF

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- 21.1 No Member shall let or otherwise part with occupation of his Erf, whether by lease, sub-lease or otherwise, whether temporarily or otherwise, unless:
- 21.1.1 he has agreed with the proposed tenant/occupier of the relevant premises, as stipulation in favour of the Association, that such proposed tenant/occupier shall be bound by all the provisions of these Articles and the Rules;
- 21.1.2 the proposed tenant or occupier shall have confirmed in writing (on the prescribed form as provided by the Association (or Manager)) that he shall be so bound, and has received a copy of these Articles and the Rules (as shall be provided by the Member at its expense); and
- 21.1.3 the said prescribed form shall have been duly completed with the details of the proposed tenant or occupier, his full particulars and contact details and, where relevant, accompanied by a true copy of a power of attorney or resolution authorising the signatory of the form, where the proposed tenant or occupier is not a natural person.
- 21.2 The provisions of these Articles shall, without derogating from the obligations and liability of the Member concerned, be binding and enforceable against such tenant or occupier and where relevant its directors, members, officers, employees, agents, contractors (and sub-contractors) and invitees/visitors.
- 22. SECURITY**
- 22.1 The provision by the Association of the security installations and security services (via *inter alia*, the perimeter barriers and public road barriers, POA Sites and the like) comprises endeavours by the Association to minimise security risks, but in no way shall expose the Association (nor the Manager) to any liability arising from any loss of or damage to property or injury or other harm to person occurring in, on or about any Erf, POS or POA Sites or with respect to the usage of any road or access to or egress from the Township.
- 22.2 Obligations have been imposed in terms of the Deeds of Sale between the Developer and the first Owners obligating such first Owners to erect barriers between the first such purchased Erven and neighbouring Erven (and on boundaries of the Erven other than the perimeter boundaries of the Township and public road boundaries).
- 22.3 The minimum specifications with respect to such barriers (which shall be completed within the building periods referred to in such Deeds of Sale) and the right of an Owner to claim a *pro rata* contribution comprise obligations imposed

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upon Members and shall not impose any obligation upon the Association, without derogating from the rights of the Association (or the Developer) to enforce such obligations insofar as such Members are concerned.

22.4 Members, which install any security systems or other installations and/or provide any security services with respect to its Erf, shall ensure same do not interfere with the Association's security installations and security services.

22.5 Members shall ensure that where any security installation and/or security services are provided with respect to their Erf, the Management Office is informed of the key/contact persons, the security company concerned and all relevant contact details to enable admission to the Township to be facilitated in the event of this being necessary (in consequence of any triggered alarm or other incident); Members shall ensure that the activation of any alarm/siren is dealt with promptly and that same is promptly deactivated so as to cause minimum disruption/nuisance to the Owners and occupiers of neighbouring Erven.

22.6 Any security company and/or installation provider with respect to any Erf shall be deemed the contractor or agent of the Member concerned, a Member being responsible for the acts/omissions of such contractors or agents and as is dealt with more fully in these Articles.

23. **SERVITUDES/ACCESS**

23.1 The Association shall be permitted directly or via the Manager (and/or their respective authorised agents or contractors), to enter upon any Erf in the following circumstances:

23.1.1 as permitted in terms of any servitude of access, registered over any (particular) Erf for purposes of accessing the Association's barriers and security installations, for purposes of inspection, maintenance and repair;

23.1.2 generally for purposes of affecting the installation of any security equipment or barrier, any inspection, maintenance or repairs to any services installed by the Developer in terms of the Conditions of Establishment (where the responsibility for same does not fall within the purview of any Competent Authority);

23.1.3 for any purposes as otherwise permitted in terms of these Articles, including the rectification of any matters, which a Member has failed, despite notice, to rectify, whether comprising a breach of any building regulations in terms of applicable Legislation, the terms and conditions as imposed by the ARC, failure of a Member to maintain and affect any required repairs to its Erf and improvements thereto, and

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the like.

23.2 The Association (and the Manager and their respective authorised contractors or agents or representatives) shall, in the exercise of these rights of access, not unduly interfere with or cause a nuisance to the Member (or lawful tenant or occupier) with respect to the business conducted on or from the Erf.

23.3 The Members shall furthermore be aware of the nature and extent (and terms and conditions) applicable to the Servitudes registered in favour of the Competent Authority (as referred to elsewhere in these Articles) and as benefit the POA, and shall ensure that the rights of the POA and any other parties entitled and/or burdened by such Servitudes are not unduly interfered with or frustrated.

24. INDEMNITIES

24.1 Each Member indemnifies the Association, the Manager, their respective directors, members, officers, employees, agents, contractors (including sub-contractors) ("the Indemnitees") and shall keep the Indemnitees indemnified:

24.1.1 in respect of any claim, loss or damage (including costs and interest), which may be instituted or suffered in consequence of any breach of any of the provisions of these Articles and Rules by a Member (and its directors, members, officers, employees, agents, contractors (including sub-contractors), invitees/visitors, tenants and occupiers); and

24.1.2 with respect to any loss of or damage to property or injury or other harm suffered to any person arising from any cause whatsoever (including any act or omission) by the Indemnitees in, on or about the Township or any Erf; and

24.1.3 with respect to any contract entered or any act performed by the Indemnitees in the discharge of their respective duties and the exercise of their respective powers, save in the case of dishonesty or wilful neglect.

24.2 The foregoing indemnities provided in favour of the Indemnitees shall similarly extend to and apply insofar as any Committee and its members are concerned.

24.3 The indemnities provided by each Member furthermore extend to any claim, loss or damage, which may be so sustained or suffered by any dependant of a Member arising from any of the causes above referred to in this Article.

25. POA SITES/POS

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- 25.1 The Association shall be/become the Owner (on transfer from the Developer) of the POA Sites, subject to the reversionary rights as referred to below in this Article.
- 25.2 Erven 563 and 564, as indicated on the General Plan, shall be so held, and the gate houses, ingress/egress facilities, security installations and security services established and administered therefrom, all such improvements to be at the cost of the Developer.
- 25.3 The remaining POA Sites shall similarly be under the administration, management and control of the POA (and the POA shall similarly administer, manage and control the POS).
- 25.4.1 The POA shall further establish, on such POA Sites and POS the barriers, security and other installations required for the security, control and administration of the Township by the Association, all such improvements and installations to have been completed by the Developer, wherever practically possible prior to the opening of the Township Register;
- 25.4.2 the POA shall further assume by cession and assignment all rights and obligations of the Developer with respect to the POA Sites and POS and further discharge its obligations in respect thereto as referred to in these Articles.
- 25.5 Reversionary Rights
- 25.5.1 The Members acknowledge that the Developer has, in terms of the Deeds of Sale with the (first) Owners, reserved the right to acquire, should such acquisition be procurable, re-transfer into its name (or that of any successor-in-title) at no consideration to the POA, such of the POS (Erven), or any portions thereof, should such POS (Erven), or any portions thereof, no longer serve for the dedicated purposes pursuant to which same were transferred by the Developer, free of consideration, to the Association, or the Local Authority, such re-transfer to be at the sole cost of the Developer (or its successors-in-title as the case may be), who are afforded the delegated sole right and responsibility for procuring any amendment to the rights attaching to such POS (Erven) (or portions thereof).
- 25.5.2 The Developer (or its successors-in-title) shall be responsible for payment of Levies to the Association with regard to any such re-transferred POS (Erven), or portions thereof, from the date of re-transfer, and in which event the Levy structure (and PQ) shall be adjusted accordingly; any amended rights affecting such Erven (which shall be applied for by the Developer (or its successor-in-title) as the case may be) at their cost, shall be consistent with the rights applicable to the Erven comprising the Township (zoned as "special for industrial, commercial and similar

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uses").

25.5.3 Neither the Association nor any Member shall accordingly object to any application by the Developer (or its successors-in-title, as the case may be), to the re-transfer of any such affected POS (Erven), or portions thereof, to the Developer or to its successors-in-title, as the case may be, nor to the amendment of any rights affecting such affected POS (Erven), or portions thereof.

26. PROHIBITIONS/RESTRICTIONS

26.1 The Members shall not, without the prior written consent of the Association (represented, where its powers have been so delegated, by the Manager):

26.1.1 sell, let or otherwise part with possession or occupation of the Erf or any portion thereof;

26.1.2 cede and/or assign and/or delegate or otherwise make over the whole and/or any part of its rights and/or obligations in terms of these Articles;

26.1.3 commence with any building works, save for clearing of the surface of the Erf, and the erection of the barriers along those boundaries of the Erf, which are the responsibility of the Member.

26.2 Where the Association grants its consent with respect to the cession (only) of any of the Member's rights, such consent shall be subject to the terms and conditions stipulated by the Board, and only *in securitatem debiti* in favour of any mortgagee with respect to the Erf.

26.3 No Member shall transfer his Erf until the Board, under its hand (or that of its Manager) has certified that the Member, as at the date of transfer has fulfilled all its financial obligations to the Association.

26.4 Furthermore no Erf, or any interest, shall be alienated without the prior consent of the Association and such consent shall not be withheld unless:

26.4.1 such Member is indebted to the Association in any amount (whether in respect of Levies or otherwise) and which the Association may, in terms of these Articles (and the Rules) be entitled to claim from the Member; and

26.4.2 the proposed transferee has agreed, in writing, to become a Member of the Association, and to be bound by these Articles.

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- 26.5 The Board (or the Manager) on its behalf in issuing the certificate referred to, shall be entitled to raise a charge in respect of its reasonable administration costs with respect thereto, which costs shall be subject to determination by the Board and, if required by the Members in general meeting, approved by them (and displayed on the Website).
- 26.6 No Member shall furthermore:
- 26.6.1 sub-divide its Erf (or consolidate 2 (Two) or more Erven or portions thereof), nor open any Sectional Title Register in respect to any Erf/Erven without the prior written consent of the Board, which consent shall not be unreasonably withheld;
- 26.6.2 the Board shall be entitled to impose such reasonable conditions relating to any of the said required matters, as is deemed necessary in the circumstances;
- 26.6.3 the Board shall display on the Website (and available from the Management Office), from time to time, its rate of administration charges payable to the POA with respect to the processing, consideration and approval of any applications for a subdivision or consolidation, and the Member applying for any subdivision or consolidation, as the case may be, shall on submission of its application pay the relevant charges so due to the POA.
- 26.7 Any consent granted by the Association (via the Board) or in terms of any powers delegated to the Manager, shall in no way be construed as a release by the Association of the Member from the discharge of its obligations in terms of these Articles and the Rules, or as a waiver by the Association.
- 26.8.1 Any change of control in a Member which is a legal entity (a Company or Close Corporation), as well as any transfer of equity in any such legal entity, shall require the prior written consent of the Board, which shall not be unreasonably withheld, and in respect of which the following provisions shall apply:
- 26.8.1.1 a "change of control" shall comprise any transfer of equity from the shareholders or members of such legal entity to a person/s other than the shareholders or members as at the date of acquisition of ownership of the Erf, and whereby such transferee shareholders or members, as the case may be, in consequence exercise control over the Owner;
- 26.8.1.2 any such disposal of any equity interest shall only be permitted where the transferee shareholders or members, as the case may be, have, in writing, acknowledged that they shall be bound to comply with the provisions of these Articles and otherwise with such conditions as would apply upon the transfer of ownership of an Erf; and

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- 26.8.1.3 the administration fee referred to in the immediately succeeding Article shall have been paid;
- 26.8.2 an administration fee shall be payable to the Association (or to the Manager in terms of the powers and authorities delegated to it) relating to any such required consent, which administration fee shall, in all circumstances, not exceed the amounts/rates as laid down by the Board from time to time and which particulars shall be available from the Management Office and displayed on the Website.
- 26.9 The provisions contained foregoing in this Article 26, shall not apply to the Developer, during the Development Period (or otherwise with respect to any of the Erven sold by the Developer to the (first) Owners).
- 27. SERVICES/CONTRACTS – THE ASSOCIATION**
- 27.1 The Association may, from time to time, contract with third parties (including the Manager) with respect, *inter alia*, to the following:
- 27.1.1 the establishment of any improvements, maintenance and repair of such improvements and/or otherwise related to the POS and POA Sites;
- 27.1.2 the Manager and any other agent/contractors for the purposes of fulfilling the duties and discharging the obligations of the Association;
- 27.1.3 with any professionals or other consultants with regard to the rendering of any services and/or discharge of any of the duties imposed in terms of these Articles upon the Association, and with respect to the enforcement of any of the obligations of the Members (and third parties/other persons for whom the Member is responsible, in terms of these Articles).
- 27.2 In all circumstances as contemplated in these Articles, the powers and authorities of the Board shall be restricted, pursuant to any resolutions or other directives of the Members in general meeting.
- 28. AMENDMENT TO ARTICLES**
- 28.1 These Articles may only be amended, added to or otherwise varied by way of a special resolution of Members passed at a general meeting, provided that during the Development Period, these Articles shall not be varied, amended or amplified without the prior written consent of the Developer.
- 28.2 Similarly any Rules and the Development and Architectural Controls shall not,

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during the Development Period be amended, varied or amplified, save by way of a special resolution of Members, and with the prior written consent of the Developer.

28.3 Any amendment of these Articles shall otherwise be affected in compliance with the Act.

29. WINDING-UP OF ASSOCIATION

In the event of the Association being wound up in terms of the Act its assets (if any) shall devolve upon such other association as the Members, in such winding-up order determine, provided that such association (which shall include any legal entity has its main object and business similar to those of the Association).

30. DISCLAIMER

30.1 Notwithstanding the indemnities provided in terms of Article 24, the Association, its Directors, officers, employees, agents, contractors, the Manager and the Members shall not be liable for any claim, loss or damage relating to any property or injury or harm to any person, howsoever occurring upon the Township, regardless of the cause thereof.

30.2 The Association shall cause disclaimer notices (as approved by the Board) to be erected at the POA Sites and elsewhere, where deemed appropriate, on the POS, indicating that entry into the Township and the use of any amenities and the traversing in the Township upon the POS is at the sole risk of all persons entering into the Township; such disclaimer notices shall be in such languages as the Board deems appropriate in all the circumstances.

31. NOTICES

31.1 All notices, which may be required to be given to any Member by or on behalf of the Association may be given by any of the following means:

31.1.1 by advertisement, which shall include display on the Website, provided that the notice is otherwise given as provided for hereunder; and

31.1.2 by despatch per prepaid registered mail to a Member at its registered address, alternatively the address provided by the Member to the Association and as recorded in the Member's Register;

31.1.3 if the Member has no registered address in the Republic of South Africa, at the address at which the Member has supplied, for receipt of notices in the Republic of

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- South Africa (being either a postal or physical address); or
- 31.1.4 per facsimile transmission, where the Member has supplied a facsimile number; or
- 31.1.5 per e-mail, to the e-mail address (in the Republic of South Africa or externally) per the details furnished by the Member to the Association;
- 31.1.6 any notice, which is delivered per hand shall be delivered during regular business hours and a signature of receipt obtained by the person at such address, who is in authority or is deemed, as provided in the Rules of the High Court Gauteng North Division to be in authority;
- 31.1.7 any notice addressed to the Association shall be served either by hand delivery or otherwise addressed per prepaid registered mail or per facsimile or e-mail transmission (in which latter two instances shall be confirmed by despatch of the same notice per prepaid registered mail) addressed to:
- 31.1.7.1 the Auditors (and being the Registered Office of the Association); and
- 31.1.7.2 to the Manager at the Management Office.
- 31.2 A Member shall be entitled to change any aforementioned address or communication details on not less than 14 (Fourteen) days written notice to the Board (and the Auditors) and/or the Manager.
- 31.3 Notwithstanding the foregoing any notice actually received by a Member (and where receipt can be proven by the Association (or the Manager on its behalf)) or where such receipt has been acknowledged by the addressed Member, shall be good notice for all purposes.
- 31.4 Any legal proceedings shall be served on a Member at its registered office, or otherwise at its principal place of business (which shall include, unless a Member has indicated otherwise to the Association, the address of the Erf or otherwise at any physical address in the Republic of South Africa, as provided by a Member to the Association).
- 31.5 Notice of every general meeting shall be given in a manner as indicated in these Articles and no person, other than a Member shall, unless the Board has otherwise agreed, be entitled to receive notice of general meetings (save however that a copy of every notice convening a general meeting, together with accompanying documents shall also be provided to the Auditors and the Manager).

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31.6 Any notice despatched per prepaid registered mail shall be deemed to have been served on the day following the day when the relevant notice, contained in a suitably addressed and stamped envelope, was delivered to the Post Office or, in the case of advertisement, the date of first publication in a newspaper circulating in the Pretoria Area.

31.7 The failure to give notice to any Member, or the failure of any Member to receive a notice, shall not invalidate or otherwise vitiate any proceedings of the Association (nor, it is repeated, as elsewhere stated in these Articles) invalidate any resolutions passed at any general meeting of the Association.

32. BREACH

32.1 Save where any other remedy and/or right is provided to the Association, in terms of these Articles (and, where relevant, the Rules), should any Member commit a breach of any of the provisions of these Articles (and Rules where relevant) and fail to remedy such breach within a period of 10 (Ten) days from the date of service of a written notice of demand ("the Demand") (it being entirely in the discretion of the Board (or the Manager, in terms of its delegated powers and authorities) to determine any longer period for compliance with the Demand), the Association shall be entitled, without derogating from such other remedies or rights available to it in terms of these Articles or at law, to claim specific performance of the defaulting Member and without further derogating from the Association's rights to claim any damages suffered or which may be sustained in consequence of such breach.

32.2 The rights and remedies available to the Association shall furthermore not derogate from the rights of any other Member (and/or any third party), which has sustained any damages in consequence of the defaulting Member's breach to enforce its rights and remedies available in terms of law.

32.3 A defaulting Member shall be responsible for and pay to the Association (as a debt due to it, as referred to elsewhere in these Articles) all legal costs (determined on a scale between attorney and client) and disbursements incurred in connection with the Association having sought legal assistance and/or which relate to any legal proceedings instituted.

33. DISPUTES

33.1 The provisions of this Article 33 shall only apply to the extent that no other specific right or remedy is available to the Association in terms of the (other) provisions of these Articles.

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- 33.2 In the event of a dispute (which shall include any difference of opinion or, where relevant, deadlock) between 1 (One) or more Members, or between 1 (One) or more Members and the Association, as to the interpretation, construction or implementation of the provisions of these Articles (and Rules) and/or the rights and/or obligations of the Association and/or Members accordingly:
- 33.2.1 the disputant parties shall forthwith meet after such dispute has been declared in writing by any of the disputant parties, in an attempt to settle such dispute, whether by way of mediation or negotiation, and failing resolution of the dispute, within 30 (Thirty) days of same being declared, such dispute shall, provided all the disputant parties agree, be submitted to expedited arbitration in accordance with the provisions set out below.
- 33.3 Any submission to arbitration shall require the written concurrence of the disputant parties and if, at the request of any of them, a Pre-Arbitration Agreement is required, the Members concerned (if they are the disputant parties) shall directly or via their legal representatives procure the drawing of a Pre-Arbitration Agreement, after the identity of the Arbitrator has been agreed (the provisions of the Pre-Arbitration Agreement to be settled by the Arbitrator in the absence of agreement between the disputant parties); if the Association is a disputant party its attorneys shall draw the Pre-Arbitration Agreement and after the appointment of an Arbitrator and after consultation and agreement with the other disputant party/parties have same settled by the Arbitrator.
- 33.4 The Arbitrator shall be, if the dispute relates to:
- 33.4.1 primarily an accounting matter, an independent chartered Accountant of not less than 15 (Fifteen) years' standing, practicing in Gauteng Province, and failing agreement between the disputant parties, appointed by the President for the time being of the South African Institute of Chartered Accountants (or any successor body thereto);
- 33.4.2 primarily a legal matter, a practicing senior Advocate of not less than 10 (Ten) years' standing as such, or a practicing attorney of not less than 15 (Fifteen) years' standing as such, practicing in each instance in Gauteng Province and in the event of the identify of the Arbitrator not being agreed, the Arbitrator shall be appointed by the President for the time being of the Pretoria Bar Council, or the Northern Province's Law Society, or the successor body in either instance, whichever is applicable;
- 33.4.3 any other matter, an independent person agreed upon between the parties and failing agreement, the provisions of the immediately preceding sub-Article shall

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apply (and in which instance the Arbitrator shall be entitled to co-opt an expert, depending upon the nature of the dispute, to assist in the Arbitration).

- 33.5 The Arbitration shall be held:
- 33.5.1 in a summary manner, on the basis that it shall not be necessary to observe or carry out either the usual formalities or procedures, which may otherwise be prescribed in terms of the Arbitration Act or the rules of any particular Alternative Dispute Resolution recognised body; or
- 33.5.2 the rules of strict evidence; but
- 33.5.3 in accordance with the terms of the Pre-Arbitration Agreement (as referred to above); and
- 33.5.4 in all circumstances with a view to having the Arbitration completed within a period of not more than 60 (Sixty) days from the later of the date of the appointment of the Arbitrator or settlement of the Pre-Arbitration Agreement.
- 33.6 In conformity with the foregoing provisions of this Article, the Arbitrator shall furthermore have the right to prescribe, to the extent that the Arbitration Agreement does not so provide, the nature and extent of any pleadings required, the dates/periods for exchange of same, the nature and extent of the discovery required, the submission of any evidence by way of Affidavit, in order to ensure the expeditious disposal of the Arbitration.
- 33.7 The disputant parties shall, in the case of disputant Members, be responsible, providing for the costs of the Arbitrator, any recording and transcription services required and the hiring of any Arbitration locale and, where the Association is a disputant party, it shall bear its proportion of the aforementioned costs; the foregoing arrangements shall not derogate from the rights of the Arbitrator to make an award as to costs as a part of his award.
- 33.8 The Arbitrator shall:
- 33.8.1 endeavour to complete the Arbitration and make his award expeditiously and if practically possible within the time period referred to above in this Article;
- 33.8.2 decide the dispute in terms of the terms of reference, and as shall be contained in the Pre-Arbitration Agreement and applying the laws of natural justice, where considered appropriate.

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- 33.9 The disputant parties shall irrevocably agree in terms of the Pre-Arbitration Agreement that the decision of the Arbitrator shall, in the absence of any manifest error, be binding on the disputant parties and forthwith carry into effect, and not subject to review or appeal.
- 33.10 Any of the disputant parties shall be entitled, in the event of any of the other disputant parties not carrying out and giving effect to the Arbitrator's Award, to have same made an Order of Court of competent jurisdiction, provided that in such circumstances the right of a disputant party to apply for such Order of Court, shall not excuse or delay the execution and carrying into effect of the Arbitrator's Award.
- 33.11 Notwithstanding anything to the contrary contained in this Article, the provisions hereof shall:
- 33.11.1 in the case of a disputant party who is no longer a Member, nevertheless, subject to the required agreed submission to Arbitration, continue to apply;
- 33.11.2 not prevent the Association or any disputant party from seeking any interim or urgent relief, whether of an injunctive nature, from a Court of competent jurisdiction, pending the outcome of the Arbitration proceedings.

34. PUBLICITY/ANNOUNCEMENTS

No Member shall be entitled to grant any interview or publish any announcement or other material concerning the Association and the conduct of its affairs, all such interviews and announcements to be granted by the Association, or where expressly authorised thereto, the Manager; where any Member requires to grant any interview or publish any announcement or material concerning the Association, he shall only be permitted to do so where the prior written consent of the Board has been obtained, and which consent shall be in the sole discretion of the Board and, if granted, subject to such terms and conditions as the Board may require to impose; the Members acknowledge that it is in the interests of the Association and its members that the provisions of this Article be strictly complied with.

35. MISCELLANEOUS

- 35.1 These Articles and the Rules shall be construed, applied and governed in accordance with the Laws of the Republic of South Africa.
- 35.2 Each Member consents to the jurisdiction of the Magistrate's Court, Pretoria with respect to any matters or claims arising pursuant to a breach of these Articles or Rules, notwithstanding that the amount of the Association's claim exceeds the jurisdiction of such Court, this Article however not preventing the Association from

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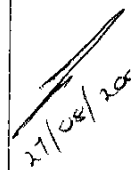
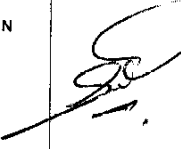
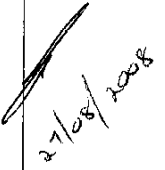

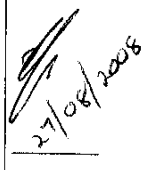

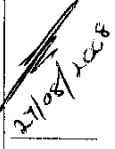

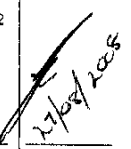

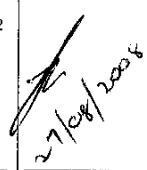

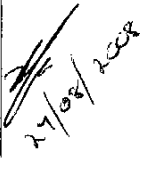
instituting any legal proceedings in any other Court of competent jurisdiction.

- 35.3 The provisions of these Articles and Rules shall be binding upon the Members, their heirs, executors, administrators and permitted assigns.
- 35.4 No indulgence (which shall include any extension of time, latitude or relaxation), which the Association (and which shall include the Manager) may show or allow any Member, shall constitute a waiver by the Association of its rights, nor any precedent, nor found any claim or defence based on the principles of novation or estoppel and, notwithstanding any such prior indulgences (which shall be interpreted as applicable solely to the matter in respect of which same was shown or granted), the Association shall be entitled at all times to demand strict and punctual compliance by Members with all their obligations and the provisions of these Articles.

INSERT SIGNATORIES TO ARTICLES OF ASSOCIATION - CM44C

FORM CM44C

Signatories to Articles of Association:

Particulars of Subscriber	Date and Signature of subscriber	Particulars of witness	Date and signature of witness
1. Full names: HENDRIK JOHANNES JACOBUS BENEDEMAN Occupation: BUSINESSMAN Residential Address: No. 11 SHERE GRACE ESTATE, STRUDEN STREET, SHERE AH, PRETORIA-EAST, 0181 Business address: 105 CLUB AVENUE, WATERKLOOF HEIGHTS, 0065 Postal address: P O BOX 29593, SUNNYSIDE, 0132	 27/08/2008	Full names: THERESA WINNIE PIO Occupation: SECRETARY Residential Address: c/o 3 rd FLOOR, HATFIELD PLAZA, 1122 BURNETT STREET, HATFIELD, 0083 Business address: 3 rd FLOOR, HATFIELD PLAZA, 1122 BURNETT STREET, HATFIELD, 0083 Postal address: P O BOX 294, PRETORIA, 0001	 27/08/2008
2. Full names: MARTHINUS THEUNIS STEYN BOTHA Occupation: BUSINESSMAN Residential Address: 10A CLAIR STREET, LYNWOOD GLEN, PRETORIA, 0081 Business address: 105 CLUB AVENUE, WATERKLOOF HEIGHTS, 0065 Postal address: P O BOX 72716, LYNWOOD RIDGE, 0040	 27/08/2008	Full names: THERESA WINNIE PIO Occupation: SECRETARY Residential Address: c/o 3 rd FLOOR, HATFIELD PLAZA, 1122 BURNETT STREET, HATFIELD, 0083 Business address: 3 rd FLOOR, HATFIELD PLAZA, 1122 BURNETT STREET, HATFIELD, 0083 Postal address: P O BOX 294, PRETORIA, 0001	 27/08/2008
3. Full names: ETIENNE COETZER Occupation: BUSINESSMAN Residential Address: 4 HAWES WATER STREET, CLEAR WATER ESTATES, RIETVALLEIRAND, 0181 Business address: 105 CLUB AVENUE, WATERKLOOF HEIGHTS, 0065 Postal address: P O BOX 4372, RIETVALLEIRAND, 0174	 27/08/2008	Full names: THERESA WINNIE PIO Occupation: SECRETARY Residential Address: c/o 3 rd FLOOR, HATFIELD PLAZA, 1122 BURNETT STREET, HATFIELD, 0083 Business address: 3 rd FLOOR, HATFIELD PLAZA, 1122 BURNETT STREET, HATFIELD, 0083 Postal address: P O BOX 294, PRETORIA, 0001	 27/08/2008
4. Full names: CHARL DU TOIT Occupation: BUSINESSMAN Residential Address: 501 OREGON, FAERIE GLEN, PRETORIA, 0181 Business address: 105 CLUB AVENUE, WATERKLOOF HEIGHTS, 0065 Postal address: P O BOX 101020, MORELETA PARK, 0167	 27/08/2008	Full names: THERESA WINNIE PIO Occupation: SECRETARY Residential Address: c/o 3 rd FLOOR, HATFIELD PLAZA, 1122 BURNETT STREET, HATFIELD, 0083 Business address: 3 rd FLOOR, HATFIELD PLAZA, 1122 BURNETT STREET, HATFIELD, 0083 Postal address: P O BOX 294, PRETORIA, 0001	 27/08/2008
5. Full names: JOHANN MICHIEL BRIEL Occupation: BUSINESSMAN Residential Address: 11 CARLA CLOSE, SIX FOUNTAINS Business address: 105 CLUB AVENUE, WATERKLOOF HEIGHTS, 0065 Postal address: P O BOX 11691, ERASMUSKLOOF, 0048	 27/08/2008	Full names: THERESA WINNIE PIO Occupation: SECRETARY Residential Address: c/o 3 rd FLOOR, HATFIELD PLAZA, 1122 BURNETT STREET, HATFIELD, 0083 Business address: 3 rd FLOOR, HATFIELD PLAZA, 1122 BURNETT STREET, HATFIELD, 0083 Postal address: P O BOX 294, PRETORIA, 0001	 27/08/2008
6. Full names: CHRIS CORNELIUS BRONKHORST Occupation: BUSINESSMAN Residential Address: NO.1 VILLA HELENA, cnr. MANIE & PRETORIUS STREETS, RIETVALLEIRAND, 0181 Business address: 105 CLUB AVENUE, WATERKLOOF HEIGHTS, 0065 Postal address: P O BOX 1846, WAPADRAND, 0050	 27/08/2008	Full names: THERESA WINNIE PIO Occupation: SECRETARY Residential Address: c/o 3 rd FLOOR, HATFIELD PLAZA, 1122 BURNETT STREET, HATFIELD, 0083 Business address: 3 rd FLOOR, HATFIELD PLAZA, 1122 BURNETT STREET, HATFIELD, 0083 Postal address: P O BOX 294, PRETORIA, 0001	 27/08/2008
7. Full names: GIDEON SMITH BRONKHORST Occupation: BUSINESSMAN Residential Address: 161C SELBERNELAAN, LYTTLETON MANORX1, CENTURION, 0157 Business address: 105 CLUB AVENUE, WATERKLOOF HEIGHTS, 0065 Postal address: P O BOX 1846, WAPADRAND, 0050	 27/08/2008	Full names: THERESA WINNIE PIO Occupation: SECRETARY Residential Address: c/o 3 rd FLOOR, HATFIELD PLAZA, 1122 BURNETT STREET, HATFIELD, 0083 Business address: 3 rd FLOOR, HATFIELD PLAZA, 1122 BURNETT STREET, HATFIELD, 0083 Postal address: P O BOX 294, PRETORIA, 0001	 27/08/2008