This amended MOI was adopted by way of a special resolution on 2 October 2018.

Chairperson

PATM/COMPANIES/C240496 COPPERLEAF MOI 02102018

MEMORANDUM OF INCORPORATION

OF

COPPERLEAF COUNTRY ESTATE HOMEOWNERS ASSOCIATION NPC

(REGISTRATION NUMBER 2005/030514/08)

('the Association')

IMPORTANT NOTICE

IN COMPLYING WITH THE PROVISIONS OF SECTION 49 OF THE CONSUMER PROTECTION ACT, 68 OF 2008, MEMBERS' ATTENTION IS DRAWN TO THE TERMS AND CONDITIONS PURPORTING TO:

- ***LIMIT THE RISK AND/OR LIABILITY OF THE ASSOCIATION AND DIRECTORS AND PRESCRIBED OFFICERS (CLAUSES 10.18, 10.25, 11.19, 11.20, 13.10, 28, 38 AND 39 OF MOI);***
- ***IMPOSE AN OBLIGATION ON MEMBERS TO INDEMNIFY THE ASSOCIATION (CLAUSES 11.18 AND 40 OF MOI);***
- ***LIMIT LIABILITY OF THE ASSOCIATION IN RESPECT OF THE LOSS OF OR DAMAGE TO PROPERTY AND/OR THE DEATH OF ANY PERSONS AS A RESULT OF FIRE (CLAUSE 39 OF MOI); AND***
- ***CONSTITUTE AN ASSUMPTION OF RISK (CLAUSE 38).***

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1. INTERPRETATION AND DEFINITIONS

1.1 In this Memorandum of Incorporation, unless the context clearly indicates a contrary meaning, the following words and expressions shall bear the meanings assigned to them and cognate expressions shall bear corresponding meanings:

1.1.1 **"Act"** means the Companies Act, No. 71 of 2008, as amended from time to time;

1.1.2 **"Aesthetics Committee"** means the Aesthetics Committee of the Board, established in terms of Clause 30:

1.1.3 **"Alienate"** means to dispose of any Stand or portion of land, part thereof or undivided share therein in any manner whatsoever, and without derogating from the generality of the foregoing, it includes a transfer of any rights or interest whatsoever in respect of a Stand or portion of land, howsoever arising and whether voluntarily or involuntarily and includes by way of sale, exchange, donation, deed, intestacy, will, cession, assignment, court order of insolvency, irrespective of whether such alienation is subject to a suspensive or resolutive condition, and **"alienating"** and **"alienation"** shall have a corresponding meaning.

1.1.4 **"Amenities Committee"** means the Amenities Committee of the Board, established in terms of Clause 31;

1.1.5 **"Association"** means Copperleaf Country Estate Home Owners Association NPC, with registration number 2005/030514/08;

1.1.6 **"Association's Rights"** means the following specific rights of the Association or its successors in title, nominee or assignees, namely:

1.1.6.1 to impose conditions concerning the use of Land, any Unit and/or the Common Areas or conditions of whatsoever kind in respect of any part of the Estate;

1.1.6.2 to register reciprocal or other servitudal rights in respect of Services;

1.1.6.3 to pass transfer of any Stand owned by the Association without having first to obtain a clearance certificate from the Association; and

1.1.6.4 unless the prior written consent of the Association is obtained, no body corporate shall adopt any conduct rules which are in conflict with any of the architectural and development guidelines of the Association;

1.1.7 **"Board"** means the Board of Directors from time to time of the Association;

1.1.8 **"Business Day"** means any calendar day other than a Saturday, Sunday or public holiday in the Republic;

1.1.9 **"Chairperson"** means the Chairperson elected in terms of Clause 20.1;

1.1.10 **"Clause"** means each separately numbered paragraph of this MOI;

1.1.11 **"Commission"** means the Companies and intellectual Property Commission established by section 185 of the Act;

1.1.12 **"Common Areas"** means those portions of the Estate not registered in the name of individual owners and comprising, without detracting from the generality of the foregoing, Roads, road verges and other areas or Services for the maintenance of which the Local Authority is not responsible, as well

as such part of the Estate as may be designated as such in any manner or in terms of any law or condition or authority for use in common by Members, but excluding, in the case of a sectional title scheme, "common property" as defined in the Sectional Titles Act and also excluding the Golf Course and the golf academy (to the extent that it does not form part of the golf course);

1.1.13 **"Deeds Office"** means the office of the Registrar of Deeds Pretoria in which jurisdiction ownership in any Stand of an undivided share in a Stand in the Estate, is or is to be registered;

1.1.14 **"Director"** means a member of the Board as contemplated in section 66 of the Act, or an alternate Director, and includes any person occupying the position' of a Director or alternate Director by whatever name designated;

1.1.15 **"Electronic Communication"** has the meaning set out in section 1 of the Electronic Communications and Transactions Act, No 25 of 2002;

1.1.16 **"Estate"** means the development undertaken on the Land and known as Copperleaf Country Estate;

1.1.17 **"Facilities"** means any facilities of whatsoever nature which have been or may be provided on the Estate including without limitation such facilities relating to the entertainment, recreation or otherwise, erected on the Common Areas, the use of which may be exclusive, reserved or conditional;

1.1.18 **"Financial Year"** means the financial year of the Association which shall run from the first day of March in any year to the last day of February in the subsequent year;

1.1.19 **"Finance Committee"** means the Committee of the Board established in terms of Clause 11;

1.1.20 **"Golf Club"** means Gardener Ross Golf Club (Pty) Ltd (Reg. No. 2007/026432/07) a private limited company duly incorporated in terms of the company laws of the Republic of South Africa and trading as Copperleaf Golf and Leisure;

1.1.21 **"Golf Course"** means the golf course constructed on erven 802, 807, Peach Tree x1 and erven 1245 and 1246 Peach Tree x2;

1.1.22 **"Golf Management Committee"** means the committee of the Board established in terms of Clause 32 below;

1.1.23 **"Good Standing"** means a Member who is not in arrears by more than 30 (thirty) days with payment of any amount owing to the Association and who has not been suspended from playing golf at the Golf Club;

1.1.24 **"Income Tax Act"** means the Income Tax Act 58 of 1962, as amended from time to time;

1.1.25 **"Land"** means the property known as a portion of Portion 332 of the Farm Knopjeslaagte 385, Registration Division JR, Gauteng, and any further extensions that may be added which shall eventually fall in the security township to be known as "Copperleaf Country Estate".

1.1.26 **"Levy Contribution"** means the levy contributions, as determined from time to time and referred to in Clause 11 and includes special contributions, as referred to In Clause 11.11, and additional contributions, as referred to in Clause 11.12;

1.1.27 **"Local Authority"** means the Municipality in whose municipal area the Estate is located;

1.1.28 **"Manager"** shall mean any person or body appointed by the Association who shall be an employee or an independent contractor or be a division of the Association to undertake routine management of the affairs of the Association. Should the Manager constitute a corporate body, any reference to the Manager as being a member of any Board committee, shall be deemed to be a reference to a nominee or appointee of the Manager approved by the Board in writing;

1.1.29 **"Member"** means a member of the Association and reflected as an owner in the records of the Deeds Office as the registered owner of any Stand within the Estate;

1.1.30 **"Members' Meeting"** means any meeting of the Members and refers collectively to the Annual General Meeting and any other general meetings of the Association;

1.1.31 **"MOI"** means this Memorandum of Incorporation together with any Schedules thereto, and as amended from time to time;

1.1.32 **"Month"** means a calendar Month;

1.1.33 **"Office"** means the registered office of the Association;

1.1.34 **"Purchaser"** means any person who has concluded a Deed of Sale for the purchase of a Stand located within the Estate;

1.1.35 **"Regulations"** means the Regulations published in terms of the Act;

1.1.38 **"Roads"** means the roads that have been constructed on the Land within the Estate including all right of way servitudes;

1.1.39 **"Rules"** means the rules of governance referred to in Section 15 of the Act;

1.1.40 **"Scheme"** means any sectional title scheme or development scheme having a fraction assigned to each Unit of the Scheme, established in terms of the Sectional Titles Act;

1.1.41 **"Sectional Titles Act"** means the Sectional Titles Act 95 of 1986, as amended;

1.1.42 **"Services"** means the maintenance, upkeep and control of services and infrastructure relating to water, sewerage, electricity, drainage, telecommunications, information technology, refuse removal, road maintenance, firefighting, traffic, parking, security, transport and such other utilities and amenities as may be provided by or at the instance of or with approval of the Board.

1.1.43 **"Solvency and Liquidity Test"** has the meaning attributed thereto in section 4 of the Act.

1.1.44 **"Stand"** means any erf in the Estate registered as such in the Deeds Office, and includes a Unit and any Stand which is used or owned by the Association as a Common Area, and includes any undivided share in a Stand or any portion thereof;

1.1.45 **"Town Planning Scheme"** means the operative town planning scheme of the Local Authority applicable to the Estate;

1.1.46 **"Unit"** means any group housing unit, sectional title unit (inclusive of any exclusive use areas attached to it) or a residential unit (other than a Stand) for a single family as defined in the Town Planning Scheme, with or without outbuildings which is, or may be registered in the Deeds Office;

1.1.47 **"Works"** shall mean construction works of any sort in relation to any improvement within the Estate including, without limiting the generality of the foregoing, the construction of all buildings, outbuildings, structures of any nature, swimming pools, tennis courts, walls, fences and landscape architectural features.

1.2 In this MOI, unless the context clearly indicates otherwise:

1.2.1 words and expressions defined in the Act and which are not defined herein shall have the meanings given to them In the Act;

1.2.2 a reference to a section of the Act by number refers to the corresponding section of the Act notwithstanding the renumbering of such section after the date on which this MOI is registered;

1.2.3 in any instance where there is a conflict between a provision (be it expressed, implied or tacit) of this MOI and:

1.2.3.1 an alterable or elective provision of the Act, the provision of this MOI shall prevail to the extent of the conflict; and

1.2.3.2 an unalterable provision of the Act, the unalterable provision of the Act shall prevail to the extent of the conflict, unless the MOI imposes on the Association a higher standard, greater restriction, longer period of time or similarly more onerous requirement, in which event the relevant provision of this MOI shall prevail to the extent of the conflict;

1.2.4 Clause headings are for convenience only and are not to be used in its interpretation;

1.2.5 an expression which denotes:

1.2.5.1 any gender includes the other gender;

1.2.5.2 a natural person includes a juristic person and vice versa; and

1.2.5.3 the singular includes the plural and vice versa;

1.2.6 if the due date for the performance of any obligation in terms of this MOI is a day which is not a Business Day then (unless otherwise stipulated), the due date for the performance of the relevant obligation shall be the immediate succeeding Business Day;

1.2.7 any reference to a notice shall be construed as a reference to a written notice and shall include a notice which is transmitted electronically in a manner and form permitted in terms of the Act and/or the Regulations.

1.3 Any reference in this MOI to:

1.3.1 "days" shall be construed as calendar days unless qualified by the word "business" in which case Clause 1.6 shall apply, and when this MOI provides for the happening of one event and another, the number of days must be calculated by;

1.3.1.1 excluding the day on which the first such event occurs;

1.3.1.2 including the day on or by which the second event is to occur;

1.3.1.3 excluding any public holiday, Saturday or Sunday that falls on or between the days contemplated in Clauses 1.3.1.1 and 1.3.1.2, respectively; and

1.3.1.4 if that day is not a Business Day, then same shall be the first succeeding Business Day;

1.3.2 **"law"** means any law of general application and includes the common law and any statute, constitution, decree, treaty, regulation, directive, ordinance, by-law, order or any other enactment of legislative measure of government (including local and provincial government) statutory or regulatory body which has the force of law and a reference to any statutory enactment shall be construed as a reference to that enactment as amended or substituted from time to time;

1.3.3 **"writing"** means legible writing and in English and includes printing, typewriting, lithography or any other mechanical process, as well as any Electronic Communication in a manner and a form permitted in terms of the Act and/or the Regulations.

1.4 The words **"include"** and **"including"** mean **"include without limitation"** and **"including without limitation".** The use of the words **"include"** and **"including"** followed by a specific example or examples shall not be construed as limiting the meaning of the general wording preceding it.

1.5 Unless otherwise provided in this MOI or the Act:

1.5.1 defined terms appearing herein in title case shall be given their meaning as defined, while the same terms appearing in lower case shall (except where defined in the Act) be interpreted in accordance with the plain English meaning;

1.5.2 any words or expressions defined in any Clause shall, unless the application of such word or expression is specifically limited to that Clause, bear the meaning assigned to such word; and

1.5.3 any words or expressions defined in the Act (as per Schedule 1 hereto shall, if not inconsistent with the subject or context, bear the same meaning herein.

1.6 Where a particular number of Business Days is provided for between the happening of one event and another, the number of days must be calculated by excluding the day on which the first event occurs and including the day on which or by which the second event is to occur.

1.7 Where figures are referred to in numerals and in words, and there is any conflict between the two, the words shall prevail, unless the context indicates a contrary intention.

1.8 Any reference herein to "this MOI" shall be construed as a reference to this MOI as amended from time to time.

1.9 Whenever any person is required to act "as an expert and not as an arbitrator" in terms of this MOI, then

1.9.1 such expert may be a natural person or, as far as is practical, a firm or organisation;

1.9.2 the determination of the expert shall (in the absence of manifest error) be final and binding;

1.9.3 subject to any express provision to the contrary, the expert shall determine the liability for his or its charges, which shall be paid accordingly;

1.9.4 the expert shall be entitled to determine such methods and processes as he or it may, in his or its sole discretion, deem appropriate in the circumstances provided that the expert may not adopt any process which is manifestly biased, unfair or unreasonable;

1.9.5 the expert shall consult with the relevant parties (provided that the extent of the expert's consultation shall be in his or its sole discretion) prior to rendering a determination; and

1.9.6 having regard to the sensitivity of any confidential information, the expert shall be entitled to take advice from any person considered by him or it to have expert knowledge with reference to the matter in question.

1.10. All Schedules attached to this MOI form part of this MOI.

1.11. This MOI and any rules of the Association are binding:

1.11.1. between the Association and each Member;

1.11.2. between or among the Members of the Association;

1.11.3. between the Association and each Director or prescribed officer of the Association, or any other persons serving the Association as a member of a Board committee.

1.12. In the event of there being more than one person constituting a Member, each such person shall be jointly and severally liable with every other such person for all the obligations of a Member in terms of the MOI.

1.13. Where any provision of this MOI provides that a document, record or statement, other than a notice contemplated in section 6 (10) of the Act, may be published on the Association's website (if any), a notice of availability of that document, record or statement, summarising its content and satisfying any prescribed requirements, in accordance with Regulation 6 of the Regulations, shall be delivered to each intended recipient of the document,

record or statement, together with instructions for receiving the complete document, record or statement.

1.14. In the event of any provisions of this MOI being invalid for any reason whatsoever, then such provisions shall be deemed to be separate and severable without in any way affecting the validity or enforceability of the remaining provisions.

2. INCORPORATION

2.1 The Association is a non-profit company with voting Members, incorporated for the benefit of the communal interests of its Members;

2.2 No person shall, solely by reason of being an incorporator or Director or Member of the Association, be liable for any liabilities or obligations of the Association.

2.3 The Association is incorporated in accordance with and governed by:

2.3.1 the unalterable provisions of the Act save to the extent that this MOI imposes on the Association a higher standard, greater restriction, longer period of time or similarly more onerous requirement, and

2.3.2 the alterable provisions of the Act, subject to the limitations, extensions, variations or substitutions set out in this MOI; and

2.3.3 the other provisions of this MOI.

3. POWERS OF THE ASSOCIATION

3.1. The Association has all the legal powers and capacity of a natural person, except to the extent that the Association:

3.1.1. as a juristic person, is incapable of exercising any such power, or having any such capacity; or except to the extent that the Association's Memorandum of Incorporation provides otherwise; and

3.1.2. provided that the Association must apply all its assets and income, however derived, to advance its stated objects, as set out in this MOI

3.2 The Association may not, directly or indirectly, pay any portion of its income or transfer any of its assets to any person who is or was a Member, Director or Incorporator of the Association or a person appointing a Director of the Association, save in terms of Item 1(3) of Schedule 1 to the Act.

3.3 The exercise of the powers of the Association is subject to such restrictions, limitations and/or qualifications (if any) as may appear from this MOI.

4. AMENDMENTS TO THE MOI

4.1 Save for correcting errors substantiated as such from objective evidence or which are self-evident errors (including, but without limitation *eiusdem generis*, spelling, punctuation, reference, grammar or similar defects) in the MOI, which the Board is empowered to do, all other amendments of the MOI shall be effected in accordance with section 16(1) of the Act the Board shall publish a copy of any such correction effected by the Board on the Association's website.

4.2 To fulfil the requirements for exemption from income tax on levies payable to, or accruing to, the Association, any amendments to this MOI must be submitted to the Commissioner of the South African Revenue Services.

5. MAIN BUSINESS AND OBJECTS

5.1 The main business of the Association is:

5.1.1 to promote, advance and protect the communal interests of Members of the Association, and in promoting such communal interests, to provide and maintain essential and community Services, amenities and activities within the Estate in such a way as to allow for Members to derive maximum benefit therefrom;

5.1.2 to regulate access and egress to the Estate, and to exercise control over the maintenance of the Stands (and improvements thereon) by the registered owners thereof, and to exercise control over and to regulate the use and maintenance of Common Areas, the Services, Facilities and any amenities on the Estate;

5.1.3 to preserve, promote and advance the main attributes of the Estate, being:

5.1.3.1 the good name of the Estate;

5.1.3.2 the privacy of the Estate;

5.1.3.3 the high level of security it affords to its Members, their families and invitees and specifically to see to it that adequate security is always provided to the Estate;

5.1.3.4 the ease of access, egress and travelling to, from and within the Estate.

5.1.4 to guard against the increase of the density of the Stands on the Land;

5.1.5 to the extent that it applies, to comply with the provisions of the Community Schemes Ombud Service Act, 2011 (Act No.9 of 2011); and

5.1.6 if applicable, to manage the commercial interests associated with the running of the golf course, golf academy, clubhouse and associated commercial facilities of the Estate.

5.2 The main object of the Association is to manage the collective interests common to all its Members, which includes expenditure relating to the main business of the Association, and the collection of levies from Members to fund such expenditure.

5.3 Neither the Association nor the Board shall be entitled to exercise any rights, take or omit any action or procure that the Association exercise any rights, or take or omit any action that will conflict with the objects of the Association, the Act and/or this MOI.

6. OPTIONAL PROVISIONS OF THE ACT

The Association does not, in terms of section 34 (2) of the Act, elect to comply voluntary with the provisions of Chapter 3 of the Act.

7. NON-PROFIT COMPANY CONDITIONS

The Association is a non-profit company, and accordingly the special conditions which apply to the Association and the requirements additional to those prescribed in the Act for their alteration are –

7.1 the income and assets of the Association whenever so derived shall be applied solely towards the promotion of its stated objects and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever to the Members of the Association or to its holding company or any subsidiary thereof or to any person who is or was an incorporator of the Association, or who is Director, or person appointing a Director of the Association, provided that nothing herein contained shall prevent the payment in good faith of reasonable remuneration:

7.1.1 to any officer or employee of the Association, or to any Member thereof, in return for any services actually rendered to the Association;

7.1.2 for goods delivered at the direction of the Association;

7.1.3 payment of, or reimbursement for, expenses incurred to advance a stated object of the Association;

7.1.4 as payment of an amount due and payable by the Association in terms of a *bona fide* agreement between the Association and that person or another;

7.1.5 as payment in respect of any rights of that person, to the extent that such rights are administered by the Association in order to advance a stated object of the Association; or

7.1.6 in respect of any legal obligation binding on the Association;

7.2 the Association shall be wound-up, deregistered or dissolved, subject to Item 1 (4) (a) and (b) of Schedule 1 to the Act, subject further thereto that:

7.2.1 the Members shall, by way of a special resolution at or immediately before the time of dissolution; or

7.2.2 failing which the Court shall;

determine one or more non-profit companies, registered external non-profit companies carrying on activities within the Republic, voluntary Associations or non-profit trusts to which the net assets of the Association shall be distributed;

7.3 distributions referred to in Clause 7.2 above shall only be made to non-profit companies, registered external non-profit companies carrying on activities within the Republic, voluntary Associations or non-profit trusts who have been exempt from income tax in terms of section 10 (1) (e) (i) (cc) of the Income Tax Act;

7.4 the Association is not permitted to distribute its funds to any person other than to a similar Association of persons;

7.5 funds available for investment may only be invested with a financial institution as defined in section 1 of the Financial Services Board Act 97 of 1990 and in securities listed on a stock exchange as defined in section 1 of the Stock Exchanges Control Act 1 of 1985; and

7.6 despite any provision in any law or agreement to the contrary, upon the winding-up or dissolution of the Association:

7.6.1 no past or present Member or Director of the Association, or person appointing a Director of the Association, is entitled to any part of the net value of the Association after its obligations and liabilities have been satisfied: and

7.6.2 the entire net value of the Association must be distributed to one or more non-profit companies, registered external non-profit companies carrying on activities within the Republic, voluntary associations or non-profit trusts having objects similar to the Association's main object and as determined in terms of this MOI or by the Members, failing whom the Directors, at or immediately before the time of its dissolution or by the court, if no such determination is made in this MOI or by the Members or Directors.

8. FINANCIAL YEAR

The Financial Year end of the Association is the last day of February in each year.

9. ACCOUNTING RECORDS AND FINANCIAL STATEMENTS

9.1 Notwithstanding the provisions of Clause 6 above, the Association shall keep all such accurate and complete accounting records, in English, as are necessary to enable the Association to satisfy its obligations in terms of:

9.1.1 the Act;

9.1.2 the Regulations;

9.1.3 any other law with respect to the preparation of financial statements to which the Association may be subject; and

9.1.4 this MOI;

9.2 The Association shall each year prepare annual financial statements within 6 (six) months after the end of its financial year, or such shorter period as may be appropriate to provide the required notice of a general meeting in terms of Section 61 (7) of the Act read with Clause 14.

9.3 The Association shall, annually, appoint an auditor at its annual general meeting. If the Association appoints a firm as its auditor, any change in the composition of the Members of that firm shall not create a vacancy in the office of auditor.

9.4 In every Financial Year the financial statements of the Association shall be examined, and the correctness thereof verified by the Auditors.

9.5 If they do apply, the duties of the auditors shall be regulated in accordance with Part C of Chapter 3 of the Act, considering Regulations 26 to 29.

9.6 At each annual general meeting, the Directors shall for purposes of information, lay before the Association the financial statements for the previous year as approved by the Board, consisting of income statements, cash flows and balance sheets for the immediately preceding two Financial Years of the Association. The balance sheet for the immediately preceding year shall be accompanied by the reports of the Directors and the Auditors.

9.7 The annual financial statements shall be prepared on the basis that, subject to Clause 1.2.3.2 above, is not inconsistent with any unalterable provision of the Act, and shall satisfy as to form and content, the financial reporting standards as determined by the Act.

9.8 If the annual financial statements of the Association are required to be audited, independently reviewed, or otherwise assessed in terms of the Act or any statute other than the Act, or a regulatory order, the Association shall comply with its relevant obligations in that regard.

9.9 Notwithstanding the provisions of Clauses 9.2, 9.5 and 9.6 above and in the event that the Association is not by law obliged to have its financial statements audited, the Board may either in respect of a particular Financial Year of the Association or for any other fixed or indefinite period, resolve that the annual financial statements shall be voluntarily audited or independently reviewed, in which event such audit or independent review shall be conducted in accordance with the requirements and parameters set out in the relevant resolution, and this Clause 9.

9.10 The Board shall from time to time, with due regard to sections 26 and 31 of the Act, determine whether and to what extent and at what times and places and under what conditions the accounting records of the Association shall be open to inspection by Members not being directors, and no Member (not being a director) shall have any right of inspecting any accounting records

or documents of the Association except as conferred by the Act or authorised by the Board. The Association shall, however, not unreasonably withheld any such access to a Member.

10. MEMBERSHIP

10.1 The Association shall have a single class of Members with voting rights.

10.2 Membership of the Association shall be limited to persons who are reflected in the records of the Deeds Office as the registered owner of any Stand, except for Stands registered at the Deeds Office in the name of the Association.

10.3 Membership to the Association is compulsory and the registered owner of a Stand may not resign as a Member.

10.4 Where any Stand is owned by more than one person, all the registered owners thereof shall be deemed to be a single Member of the Association, and shall collectively have the rights and obligations as a single Member of the Association; provided however that all co-owners of any Stand shall be jointly and severally liable for the due performance of all obligations owing to the Association.

10.5 Concurrently with every offer to purchase a Stand in the Estate, every Purchaser must also consent in the prescribed form to his/her/its membership of the Association and shall also choose a domicilium citandi et executandi address for purposes of Clause 10.16 below failing which, the Stand shall be deemed to be his domicilium citandi et executandi. Thereafter, and upon registration of the purchased Stand in his name shall, *ipso facto* become a Member of the Association and shall be bound by this MOI and the rules of the Association, and when he ceases to be the

registered owner of such Stand he shall, *ipso facto* cease to be a Member of the Association.

10.6 in the event of:

10.6.1 any Stand being owned by more than one person, the co-owners concerned shall elect one of their number as liaison person for the Stand concerned, and shall notify the Association of the name and address of such liaison person;

10.6.2 the Member being a corporate or unincorporated body, such body shall nominate a natural person to act as its representative and shall advise the Association of such nomination and any change therein/thereto from time to time. The natural person so nominated shall, in a personal capacity, jointly and severally be liable for the obligations of the Member in terms of this MOI.

10.7 A Member shall not part with occupation and possession of his Stand, whether temporarily or otherwise, unless he has agreed with the proposed occupier or possessor of the said Stand, as a stipulation in favour of the Association that such occupier or possessor shall be bound by all the terms and conditions of this MOI, and the Rules and House Rules and Rules of Conduct (if any) of the Association.

10.8 No Member may rezone a Stand or in any way change the use for which a Stand may be utilised whether by way of rezoning, change of land use rights or a consent use or otherwise, irrespective of whether such consent is granted by any lawful authority without the written approval of the Board.

10.9 No Member may subdivide or consolidate a Stand, nor erect a second dwelling on his Stand, irrespective of whether any lawful authority grants permission for such subdivision or consolidation or second dwelling without the written approval by the Board.

10.10 A Member may, with the prior written approval of the Board and upon such conditions as the Board may impose, cede such rights as may vest in him in terms of this MOI, as security to the mortgagee of that Member's Stand.

10.11 Every Member shall, to the best of his ability, support and maintain the objects and interests of the Association and the characteristics of the Estate, and shall observe the provisions of the MOI and all Rules made by the Association, and shall procure that all members of his household and all his guests, agents and invitees, shall be made aware of the provisions of this MOI and all House Rules and Rules of Conduct (if any) of the Association, and that they shall observe same.

10.12 A failure by a Member to observe the provisions of the MOI or any House Rules and Rules of Conduct (if any) made by the Association or the Board shall render such Member liable to a fine as determined by the Board from time to time.

10.13 When a Member ceases to be the registered owner of (or ceases to have a right to or interest in) a Stand he shall, unless otherwise determined by the Board (on such conditions as may be decided) ipso facto cease to be a Member of the Association; provided however that the Member shall remain liable to the Association in respect of any amounts or obligations owing to the Association at the time when the Member ceases to be a Member of the Association.

10.14 The Board shall be entitled to bind the Members to contribute by way of levies, as provided in Clauses 11.2, 11.11 and 11.12, towards the funds of the Association, and to enforce payment of, and to collect and receive from Members, such contributions and/or levies.

10.15 The Board shall be entitled to enforce compliance with this MOI, the House Rules and Rules of Conduct (if any) in such manner as it may deem fit, and in particular by means of a system of fines or such additional Levy Contributions as it may deem fit to prescribe.

10.16 The Association shall keep a register of Members which shall include, as a minimum:

10.16.1 the full names of the Member, or Members if the Stand is owned by more than one person;

10.16.2 the identity number, or registration number, of the Member(s), referred to in Clause 10.16.1 above;

10.16.3 a description of the Stand registered in the name of the Member, or Members, referred to in Clause 10.16.1 above;

10.16.4 The chosen *domicilium citandi et executandi*, as required by Clause 10.5 above, of such Member(s), for purposes of service of any and all notices and legal process; and

10.16.5 an email address, postal address, physical address and/or telefax number, for purposes of delivering a notice, document or statement in terms of this MOI or the Act.

10.17 It shall be the Members' obligation to ensure that the information referred to in Clause 10.16 is accurate and true. Should any change occur with regards

to the information referred to in Clause 10.16 above, the Member(s) shall duly communicate such change to the Association, in writing, within 14 (fourteen) days from date of such change.

10.18 The Association shall bear no responsibility and incur no liability for any inaccurate information provided to it by its Members.

10.19 The Association may, at any time, abandon in whole or in part, any Association's Rights;

10.20 It is hereby recorded, for the benefit of all Members of the Association, that all House Rules and Rules of Conduct (if any) of the Association are implemented with the intention of ensuring that living in the Estate is an enjoyable experience for all Members.

10.21 The conduct of the Members, their families and invitees is expected to show the appropriate respect towards fellow Members, their families, guests, Facilities, the fauna and flora and the environment in general.

10.22 A Member shall not in any manner, Alienate a Stand without the prior written approval (which approval shall not unreasonably be withheld) of or subsequent written ratification by the Board, and unless it is a condition of the alienation that the proposed transferee has bound himself to become and remain a Member of the Association for the duration of his ownership of his Stand and a clearance certificate has been issued by the Association to the effect that the provisions of the MOI have been complied with and the transferor of the Stand is in good standing with all his financial obligations owing to the Association.

10.23 This MOI and any House Rules and Rules of Conduct (if any) of the Association put in place, and in particular those dealing with access control

and security, shall further be binding on a Member and on any person having possession or occupying a Stand.

10.24 The Board may provide for the issue of a membership certificate, which certificate shall be in such form as may be prescribed by the Board from time to time.

10.25 No Member ceasing to be a Member of the Association for any reason (nor shall any such Member's executors, curators, trustees or liquidators) have any claim upon or interest in or right to the funds or other assets of the Association and, in particular, no Member, alienating a Stand, shall be entitled to any refund of a Levy or any portion thereof.

10.26 The Association may claim from any Member of his Estate any arrear levies and interest, or other sums due from him to the Association at the time of his ceasing to be a Member and no clearance certificate (referred to in Clause 10.21 above) shall be issued to a Member until all such amounts have been paid to the Association.

10.27 Membership of the Association shall commence on the date on which transfer of a Stand is registered in the name of the Member.

11. LEVIES AND CONTRIBUTIONS

11.1 The Board may, in terms of Clause 29 below, read with this Clause 11, establish a Finance Committee, which shall consist of at least one Director and such other Members as the Board may determine. The Finance Committee shall act under delegated authority of the Board;

11.2 The Board shall from time to time prepare a budget and impose Levy Contributions upon Members for the purpose of determining and meeting all the expenses which the Association has incurred or to which the Board or the Finance Committee reasonably anticipates the Association will be liable (including expenditure of a capital nature) in the pursuance of the stated objectives of the Association and whether by way of:

11.2.1 maintenance, repair, improvement and keeping in good order and condition the Services, Facilities and Common Areas;

11.2.2 for the payment of all rates, taxes and other charges owing by the Association to the Local Authority in respect of the Common Areas and/or for any Services rendered to the Association by the Local Authority;

11.2.3 for payment of the salaries and/or wages of the employees of the Association;

11.2.4 for complying with its obligations in terms of regulations 11 and 15 of the Community Schemes Ombud Service Act, 2011 (Act No.9 of 2011); and

11.2.5 generally for the payments of all expenses necessarily or reasonably incurred in connection with the management of the Estate, the Association and its affairs.

11.3 In pursuance of the objectives of Clause 11.2 above, the Board or the Finance Committee:

11.3.1 shall prepare an annual budget of income and expenditure (the "annual budget") prior to the commencement of following Financial Year; and

11.3.2 shall include in the annual budget an amount to be transferred to and held in reserve ("the reserve fund"[1]) to meet anticipated future expenditures not of an annual nature, including without limitation reasonable provision for the

future maintenance, repairs and replacements of capital equipment, Services, Facilities and Common Areas.

11.4 In computing and levying contributions for each Member, whether as a Levy Contribution, special contribution or an additional contribution, respectively referred to in Clauses 11.2, 11.11 and 11.12, the Board or the Finance Committee shall take into account the nature of each Scheme, and expense relating to it as prescribed by the Board, as well as the extent of each Member's Stand or portion of a Stand.

11.5 Subject to the provisions of Clause 14.2.3 below, the Board shall approve the annual budget before the commencement of the following Financial Year.

11.6 The Board shall, whenever it shall consider it appropriate, be entitled to recover the Levy Contributions referred to in Clause 11.4 from Members from time to time, and at the end of each Financial Year, or as soon thereafter as reasonably possible, notify each Member in writing, of the nature and amount of the relevant Levy Contributions to be paid by Members and required by the Association to meet the expenses during the following Financial Year.

11.7 Each notice to Members advising of any Levy Contribution shall specify the amount payable by that Member.

11.8 The Board may in its absolute discretion differentiate between one type of Scheme to another and may similarly determine that the portion of the total expenses in terms of the annual budget be apportioned in different ratios in respect of differing Schemes or Stands utilised for differing Schemes, depending on the nature of the intended or actual use thereof.

11.9 Every Levy Contribution, referred to in Clause 11.4, shall be payable in such manner as the Board may from time to time determine.

11.10 In the event of the Board, for any reason whatsoever, failing to prepare and serve notice as envisaged in these Clauses 11.6 and 11.7 timeously, every Member shall until receipt of such notice continue to pay the relevant Levy Contributions previously imposed, and shall after such notice immediately pay such adjusted Levy Contributions as may be specified in the notice referred to in Clauses 11.6 and 11.7.

11.11 The Board may from time to time levy special contributions upon all Members in respect of all such expenses as are mentioned in Clause 11.2 (but not limited thereto) and whether included or not in any estimate made in terms of Clauses 11.6 and 11.7.

11.12 The Board may from time to time levy additional contributions upon specific Members for Services provided (for example, but not limited to, the removal of building rubble and the cleaning of Stands or for non-compliance of the Rules).

11.13 The Board shall in addition to such other rights as the Association may have in law as against its Members, to determine the rate of interest from time to time chargeable upon arrear Levy Contributions; provided that such rate of interest shall not exceed the rates laid down in terms of the Prescribed Rate of Interest Act, 55 of 1975, as amended.

11.14 Any amount due by a Member by way of Levy Contributions, together with any interest owed by the Member to the Association, shall be a debt due by him to the Association. The obligation of a Member to pay all Levy Contributions and interest shall cease upon his ceasing to be a Member

without prejudice to the Association's rights to recover all arrear Levy Contributions and interest.

11.15 Subject to Clause 11.16, in calculating the contributions payable by any Member, the Board or the Finance Committee shall as far as reasonably practical:

11.15.1 assign costs arising directly out of a Stand itself to the Member owning such Stand or any interest therein;

11.15.2 assign a proportion of costs attributable generally to a particular Scheme to the owners of Units in that Scheme in equal shares; and

11.15.3 assign those costs for Services and other expenses attributable to the Common Areas and the Facilities of the Estate as a whole, generally to the owners of all Stands (but excluding those Stands that are owned by the Association) equally.

11.16 The Board shall at all times, and notwithstanding anything to the contrary contained in this MOI, where it considers it to be equitable to do so, have the right and discretion to:

11.16.1 assign to a Member such greater or lesser share of costs as it may consider as reasonable in the circumstances including further to arrange for separate metering of a Stand in respect of the supply of Services provided by the Association;

11.16.2 assign to any Member a greater or lesser proportion of the costs of maintaining any Facilities on the Estate as it may consider reasonable in the circumstances; and

11.16.3 assign to the registered owner of a subdivision or consolidated Stand for development purposes or a single residential Stand, whether consolidated or not, a greater or lesser share of the costs as it may consider reasonable in the circumstances having regard to the value of such subdivision or consolidation or Stand with or without improvements as determined by a valuator appointed by the Board specifically for that purpose.

11.17 No Member shall be entitled to any of the privileges of membership of the Association, including without limitation the right to vote at a Members' Meeting or to be elected as a member of the Board, unless he is in Good Standing. For purposes hereof, a person representing a Member who is not a natural person shall not be entitled to attend a general meeting if the Member in question is not in Good Standing.

11.18 Each and every Member individually shall indemnify and hold harmless the Association against any action by the Member, members of his family or any person present within the Estate at the invitation of or under the control of the Member concerned, whatsoever the nature of such claims and howsoever arising.

11.19 Any person using any of the Services, the Land and sporting or recreational Facilities of the Estate does so entirely at his own risk and no person shall have any claim against the Association of whatsoever nature arising from such use, nor for anything which may befall any person during the course of such use, whether caused by human or animal agency, natural phenomena or otherwise.

11.20 No person or Member shall have any claim against the Association as a result of fire or any substance, liquid or gas, escaping from the property of the Association and causing damage to any person or property of any Member.

11.21 Subject to the provisions Clause 37 below, the Board shall be entitled to impose penalty levies, as determined by the Board, on owners who have failed to comply with their obligations to build within a prescribed period of time, which levies shall be payable in addition to levies normally applicable to that Stand.

12. THE PROCEDURE FOR MAKING OF RULES

12.1 The authority of the Board to make, amend or repeal any necessary or incidental Rule relating to the governance of the Association in respect of those matters that are not addressed in the Act or in the Memorandum of Incorporation, is not limited or restricted in any manner by this Memorandum of Incorporation.

12.2 Publishing of any Rules made in terms of section 15 (3) to (5) of the Act, or any amendment thereof, shall:

12.2.1 be in writing and be addressed to the respective Member at his address shown in the register of Members or sent by ordinary post or delivered by hand, telefax, e-mail or published on the Association's website (if any);

12.2.2 be filed with the Commission; and

12.2.3 be deemed to have been received by the Member to whom it is addressed at the time of delivery thereof, or on the 7th (seventh) day following the posting thereof (excluding the day upon which it was posted) in the Republic, or in the case of a telefax, on the acknowledgment slip thereof, or in the case of e-mail, on the date and time recorded by the computer of the Association.

12.3 Notwithstanding the provisions of Clause 12.2 above, where an amendment to the Rules is one to correct self-evident errors (including, but without limitation *eiusdem generis*, spelling, punctuation, reference, grammar or similar defects), the Board shall publish a copy of any such correction effected by the Board on the Association's website (if any). If the Association does not have a website, such correction shall be published in the manner provided in Clause 12.2.1 above.

12.4 Should any notice, document or statement be published on the Association's website, the provisions of Clause 1.13 shall be complied with.

12.5 Such new Rule or such repealed, or amendment of a Rule shall take effect on such date as resolved by the Board, or in the absence of such stipulated date, on a date 10 (ten) business days after the Rule has been filed in terms of Clause 12.2 above.

12.6 A Rule made, repealed or amended by the Board is binding:

12.6.1 on an interim basis from the time it takes effect until it is put to a vote at the next Members' meeting of the Association; and

12.6.2 on a permanent basis only if it has been ratified by an ordinary resolution at the Members' meeting contemplated in Clause 12.6.1 above.

12.7 If a Rule that has been filed in terms of Clause 12.6.2 above, is not subsequently ratified as contemplated in Clause 12.6 above, then –

12.8 the Board may not make a substantially similar Rule within the ensuing 12 (twelve) months, unless it has been approved in advance by an ordinary resolution of the Members; and

12.9 the Association must file a notice of non-ratification within 5 (five) business days after the vote referred to in Clause 12.6.2 above.

13. CONDUCT RULES AND HOUSE RULES

13.1 The Board may, in terms of section 15 (3) of the Act, from time to time make, amend or repeal any necessary or incidental Rules relating to the Association, and the authority of the Board in this regard is not limited or restricted in any manner in this MOI;

13.2 In addition to Clause 13.1 above, the Rules of the Association in existence at the time that this MOI is registered at the Commission, shall be binding as if such Rules were made in accordance with this MOI and in terms of the Act.

13.3 In addition to the Rules referred to in Clause 13.1 above, but subject to any restriction imposed or direction given at a Members' Meeting of the Association, the Board may from time to time make, amend or repeal conduct rules and house rules regarding but not limited to –

13.3.1 the means of access to, and the rules by which Members and members of their households, their guests, agents, contractors and tenants may gain access, to the Estate, including the registration of guests and visitors;

13.3.2 the limitation of the number of persons and vehicles permitted to visit a Member;

13.3.3 the use by Members and their households, guests and lessees of any Roads, driveways, water areas and open spaces including the right to prohibit, restrict or control the use of any of the Roads, driveways and open spaces on the Common Areas or any portions thereof as may from time to time be necessary or expedient;

13.3.4 the use of parking areas wheresoever situated;

13.3.5 the use of any Stand in the Estate;

13.3.6 the placing of movable objects upon the outside of any building, including the power to remove any such objects;

13.3.7 the preservation of the environment including the right to control vegetation and the right to prohibit and/or control the erection of fences, whether upon or within the boundaries of any part of the Estate and/or an individual Stand;

13.3.8 the right to prohibit, restrict or control the keeping of pets in and upon the Estate and any animal regarded as dangerous or a nuisance;

13.3.9 the conduct of any person within the Estate for the prevention of nuisances of any nature including disturbing the peace;

13.3.10 the use of all Common Areas and Facilities including the right to make a reasonable charge for the use thereof;

13.3.11 the furtherance and promotion of the objectives of the Association and/or for the better management of the affairs of the Association and/or for the protection and advancement of the interests of Members and/or residents in the Estate;

13.3.12 standards and guidelines for architectural design of all buildings, outbuildings, structures of any nature, swimming pools, tennis courts and all additions and alterations to any such buildings, outbuildings or structures erected or to be erected in the Estate, and in particular to control the design of the exterior of such buildings, outbuildings or structures and the materials used on such exteriors to ensure an attractive, aesthetically pleasing character to all the buildings in the Estate;

13.3.13 the positioning on any Stand of all buildings, outbuildings, structures of any nature, swimming pools, tennis courts and all additions and alterations thereof;

13.3.14 the standards and guidelines for the design of all site Works, buildings, structures, installations and projections on the Stand in the Estate, including aerials, air conditioners, pergolas, side: walks, swimming pools, tennis courts, awnings, Jacuzzi's, carports, paved pathways and landscaping features and Works as well as the parking of vehicles;

13.3.15 the access to, or use of, any other Services not specifically provided in this Clause;

13.3.16 traffic rules (including speed limits) and the enforcement thereof;

13.3.17 refuse removal; and

13.3.18 supervision of all employees and independent contractors of the Association.

13.4 For the enforcement of any of the existing or future Rules, conduct rules and/or house rules made by the Board in terms hereof, the Board may:

13.4.1 give notice to any Member requiring him or her to remedy any such breach within a reasonable period (which may not be less than 7 (seven) days) as the Board may determine;

13.4.2 take or cause to be taken such steps as it may consider necessary to remedy any breach committed by the Member, or resident or any person for whose conduct the Member may be held liable, and debit the costs (on a joint and several basis) of so doing, to the responsible Member and/or persons concerned;

13.4.3 impose a system of fines or penalties, as the case may be, the amounts of which fines and penalties shall be determined by the Board; or

13.4.4 take such action including proceedings in court as it may deem necessary.

13.5 The conduct rules and house rules or any amendment thereto or repeal thereof must be published in accordance with Clauses 1.13 and 12 above, and shall be effective from date of such publication unless the Board provides a different date ('the effective date'); provided however the effective date may not be earlier than date of publication.

13.6 In the event of the Board instituting any legal proceedings in a court of competent jurisdiction against any Member or resident or occupier within the Estate for the enforcement of any of the Rules, conduct rules, house rules or rights of the Association in terms of this MOI, including but not limited to the collection of any arrear Levy Contributions, interest and/or any other debt due to the Association by the Members, the Association shall be entitled to appoint such attorneys and counsel as it deems necessary and to recover all legal costs so incurred from the Member, resident or occupier concerned, calculated as between attorney and own client, and to debit such Member's, resident's or occupier's account (as the case may be) with such legal costs accordingly, if necessary. This provision shall also apply when a Member or resident or occupier institutes legal proceedings against the Association for the enforcement of his rights in terms of this MOI.

13.7 In the event of any breach of the said Rules by any resident or any member of the Member's household, or the Member's agents, contractors, guests or tenants, the Board may take or cause to be taken such steps against the person actually committing the breach as it may in its sole discretion deem necessary.

13.8 in the event of any Member disputing the fact that he has committed a breach of any Rules, conduct rule and/or house rule, a committee of three persons appointed by the Board for the purpose shall adjudicate upon the issue at such time and in such manner and according to such procedure as the Chairperson may direct; provided that natural justice shall be observed. A person who is not satisfied with the decision of the said committee may appeal to the Board whose decision is final.

13.9 Any fine imposed upon a Member or person referred to in Clause 13.6 above (albeit jointly and/or severally) in terms of the MOI shall be deemed to be a debt owing by the Member and/or the said person to the Association and, if not paid, shall be recoverable by ordinary civil process.

13.10 The Association may in a general meeting itself make, amend or repeal any Rules, conduct rules and/or house rules which the Board may make and may, in a general meeting, cancel, vary or modify any Rules, conduct rules and/or house rules made by it or by the Board from time to time; provided that no Member shall have any right of action or recourse against the Association in respect of losses or damages suffered arising from the enforcement of any Rule, conduct rule or house rule; and provided further that the Board shall not be entitled within the ensuing 12 (twelve) months, to reintroduce a substantially similar conduct rule or house rule (or any amendment thereto) which has been repealed (or amended) by the Association in general meeting unless it has been approved in advance by an ordinary resolution of the Members.

13.11 Conduct rules and/or house rules made or amended by the Board or at general meeting take effect on a date that is the later of:

13.11.1 10 (ten) Business Days after the rule concerned has been filed at the Commission; and

13.11.2 the date, if any, specified in the said rule.

13.12 Conduct rules and house rules made by the Board or by the Association in general meeting must be reasonable, must not unduly discriminate between owners of Stands put to substantially the same use, and must be consistent with the Act and this MOI.

13.13 Abusive behaviour by Members or their family or guests shall not be tolerated and should a Member or their family or guests display abusive behaviour towards any director, staff member or any representative of the Association, he shall be subjected to a disciplinary hearing in accordance with the provisions of Clause 13.8 above and if convicted the disciplinary committee shall be entitled to impose a fine.

13.14 In the event of the Board instituting disciplinary proceedings before a disciplinary committee against any Member or resident or occupier within the Estate for the enforcement of any of the Rules, conduct rules, house rules or rights of the Association in terms of the MOI or the said rules, the Association shall be entitled to appoint such attorneys and counsel as it deems necessary and to recover all legal costs so incurred from the Member, resident or occupier concerned, calculated as between attorney and own client, and to debit such Member, resident or occupier's levy account with such legal costs accordingly, if necessary.

14. MEMBERS' MEETINGS AND PROXIES

14.1 The Association shall, within 11 (eleven) Months after the end of each Financial Year, hold a general meeting of Members as its Annual General Meeting in addition to any other Members' Meetings during that year and shall specify the meeting as such in the notice calling such meeting.

14.2 An Annual General Meeting convened in terms of Clause 14.1 above, shall, at a minimum, provide for the following business to be transacted at the meeting:

14.2.1. presentation and consideration of:

14.2.1.1 the Directors' report;

14.2.1.2 the financial statements for the immediately preceding Financial Year as approved by the Board and complying with the provisions of Clause 9.6 above; and

14.2.1.3 the auditors' report;

14.2.2 election of Directors, to the extent required by the Act or this MOI;

14.2.3 the noting of the budget and the contributions and/or levies for the ensuing Financial Year as determined by the Board; provided however that if the proposed increase in levy contributions exceeds the then current inflation rate (which shall be determined with reference to the weighted average of the consumer price index as published from time to time in the Government Gazette), the Members shall be entitled to limit the increase in levy contributions to a rate which does not exceed such inflation rate.

14.2.4 the appointment of an auditor for the ensuing Financial Year and the fixing of his remuneration;

14.2.5 presentation and consideration of the report of the Social and Ethics Committee concerning the matters within its mandate, to be presented by the chairperson of the committee;

14.2.6 presentation and consideration of the report of the Audit and Risk Committee concerning the matters within its mandate, to be presented by the chairperson of the committee;

14.2.7 presentation and consideration of the report of the Nomination Committee concerning the matters within its mandate, to be presented by the chairperson of the committee;

14.2.8 the appointment of the members of the Audit and Risk Committee and the Nomination Committee; and

14.2.9 any other matters raised by the Members, with prior written notice of at least 7 (seven) days to the Association.

14.3 Such Annual General Meeting shall be held at such location and time, as the Board shall decide from time to time.

14.4 All Members' Meetings other than Annual General Meeting shall be called extraordinary general meetings.

14.5 The Board may whenever it deems fit convene an extraordinary general meeting and must call such a meeting, in terms of section 61(3) of the Act, if:

14.5.1 one or more written and signed demands for such a meeting are delivered to the Association; and

14.5.2 each such demand describes the specific purpose for which the meeting is proposed; and

14.5.3 in aggregate, demands for substantially the same purposes are made and signed by Members, as of the earliest time specified in any of those

demands, of at least 10% (ten percent) of the voting rights entitled to be exercised in relation to the matter proposed to be considered at the meeting; provided however that no extraordinary general meeting or annual general meeting shall be convened to take place between 15 December and 15 January.

14.6 The Board may, as an alternative to calling an extraordinary general meeting, and insofar as is practical and in accordance with the provisions of the Act:

14.6.1 submit a resolution for consideration to the Members entitled to exercise voting rights in relation to the resolution; and

14.6.2 such resolution may be voted on in writing by the Members entitled to exercise voting rights in relation to the resolution within 20 (twenty) days after the resolution was submitted to them.

14.7 A resolution provided for in Clause 14.6 above, shall be referred to as a round robin resolution and shall comply with the provisions of section 60 of the Act.

14.8 Any business required by the Act or the MOI to be discussed during an Annual General Meeting, may not be conducted in the manner contemplated in Clause 14.6 above,

provided however that, an election of a Director that could be conducted at a Members meeting, may instead be conducted by way of written polling, in accordance with Clause 14.6 above, of all the Members entitled to exercise voting rights in relation to the election of that Director.

14.9 The authority of the Association to conduct a Members' Meeting entirely by Electronic Communication, or to provide for participation in a Members'

Meeting by Electronic Communication so long as the Electronic Communication employed ordinarily enables all Persons participating in that Members' Meeting to communicate concurrently with each other without an intermediary, and to participate reasonably effectively in the Members' Meeting, is not limited or restricted.

14.10 The Association:

14.10.1 must deliver a notice of every Members' Meeting in the prescribed manner and form to all the Members of the Association as of the record date for the meeting, at least 15 (fifteen) Business Days before the meeting is to begin; and

14.10.2 may call a meeting with less notice than required by Clause 14.10.1, but such a meeting may proceed only if every person who is entitled to exercise voting rights in respect of any item on the meeting agenda:

14.10.2.1 is present at the meeting; and

14.10.2.2 votes to waive the required minimum notice of the meeting.

14.11 A notice of a Members' Meeting must be in writing and must include:

14.11.1 the date, time and place for the meeting and the record date of the meeting;

14.11.2 the general purpose of the meeting and any specific purpose contemplated in Clause 14.5.2, if applicable;

14.11.3 a copy of any proposed resolution of which the Association has received notice, and which is to be considered at the meeting, and the notice of the percentage of voting rights that will be required for that resolution to be adopted;

14.11.4 in the case of an annual general meeting of the Association, also the financial statements or a summarised form thereof; provided that if the said financial statements are presented in summarised form, the first page of the summary must state prominently –

14.11.4.1 that it is a summary, and it must identify the summarised financial statements;

14.11.4.2 whether the financial statements that have been summarised were audited or not;

14.11.4.3 the name and professional designation, if any, of the individual who prepared or supervised the preparation of the financial statements that have been so summarised; and

14.11.4.4 the steps required to obtain a copy of the financial statements that have been summarised,

14.11.5 a reasonable prominent statement that:

14.11.5.1 a Member entitled to attend and vote at the meeting is entitled to appoint a proxy to attend, participate in and vote at the meeting in the place of the Member, or two or more proxies, if this MOI so permits;

14.11.5.2 a proxy need not be a Member of the Association; and

14.11.5.3 it is required that meeting participants provide satisfactory identification.

14.12 Subject to Clauses 14.13 to 14.15 below, the quorum requirement –

14.12.1 for a Members' Meeting to begin, is at least 25% (twenty-five percent) of the Members who are entitled to exercise voting rights in respect of at least one matter to be decided at that meeting, present in person or by proxy; and

14.12.2 for a matter to be decided at that meeting is at least 25% (twenty-five percent) exercise voting rights on that matter at the time the matter is called on the agenda and provided further that such matter may not begin to be considered unless sufficient persons are present in person or by proxy to comply with the said quorum requirement.

14.13 If, within thirty minutes after the appointed time for the meeting to begin, the requirements of Clause 14.12:

14.13.1 for that meeting to begin have not been satisfied, the meeting is postponed without motion or vote, for no longer than the period referred to in Clause 14.20 below;

14.13.2 for consideration of a particular matter to begin have not been satisfied:

14.13.2.1 if there is other business on the agenda, consideration of that matter may be postponed to a later time in the meeting without motion or vote; or

14.13.2.2 if there is no other business on the agenda of the meeting, the meeting is adjourned for 1 (one) week, without motion or vote.

14.14 The Chairperson at the meeting that cannot begin due to the operation of Clause 14.12, may extend the thirty-minute limit allowed in terms of Clause 14.13 for a reasonable period on the grounds that:

14.14.1 exceptional circumstances affecting weather, transportation or Electronic Communication have generally impeded or are generally impeding the ability of Members to be present at the meeting; or

14.14.2 one or more particular Members, having been delayed, have communicated an intention to attend the meeting, and those Members, together with others in attendance, would satisfy the requirements of Clause 14.12.

14.15 If, at the time appointed in terms of Clause 14.13 for the postponed meeting to begin, or for an adjourned meeting to resume, and the requirements of Clause 14.12, have not been satisfied, the Members of the Association present in person or by proxy will be deemed to constitute a quorum.

14.16 After a quorum has been established for the Members' Meeting to begin, or for a matter to be considered at a Members' Meeting, the meeting may continue, and the matter may be considered, only if the quorum remains established for the entire meeting or until the said matter has been finally considered (as the case may be).

14.17 The Association is required to give further notice of the meeting that is postponed or adjourned in terms of Clause 14.13.

14.18 A Members' meeting, or the consideration of any matter being debated at that meeting, may be adjourned from time to time subject to Clause 14.19, on a motion supported by persons entitled to exercise, in aggregate, a majority of the voting rights:

14.18.1 held by all of the persons who are present in person or by proxy at the meeting at the time; and

14.18.2 that are entitled to be exercised on at least one matter remaining on the agenda of the meeting, or on the matter under debate, as the case may be.

14.19 An adjournment of the meeting, or of the consideration of the matter being debated at the meeting, in terms of Clause 14.18 may be either to a fixed time and place, or until further notice, as agreed at the meeting, and requires that a further notice be given to all Members.

14.20 A meeting may not be adjourned beyond a date that is 60 (sixty) Business Days after the date on which the adjournment occurred.

14.21 For an ordinary resolution to be adopted at the Members' Meeting, it must be supported by the holders of more than 50% (fifty percent) of the voting rights exercised on the resolution.

14.22 For a special resolution to be adopted at a Members' Meeting, it must be supported by the holders of at least 75% (seventy-five percent) of the voting rights exercised on the resolution.

14.23 A special resolution is not required, except in the case of the matters referred to herein and in Schedule 4 hereto.

14.24 Any two Members of the Association:

14.24.1 may propose a resolution concerning any matter in respect of which they are each entitled to exercise voting rights; and

14.24.2 when proposing that resolution, may require that the resolution be submitted to Members for consideration:

14.24.2.1 at a meeting demanded in terms of Clause 14.5;

14.24.2.2 at the next Members' Meeting; or

14.24.2.3 by written vote in terms of Clause 14.6.

14.25 Any proposed resolution must be:

14.25.1 expressed with sufficient clarity and specificity; and

14.25.2 accompanied by sufficient information or explanatory material to, enable a Member who is entitled to vote on the resolution to determine whether to participate in the meeting and to seek to influence the outcome of the vote on the resolution.

14.26 At a meeting of Members, voting may either be by a show of hands, or by polling.

14.27 At every Members' Meeting:

14.27.1 every Member present in person or by proxy and entitled to vote shall have one vote for each Stand registered in his name;

14.27.2 co-owners having proprietary rights or interests in respect of the same Stand shall, subject to the provisions of Clause 14.35 below jointly have one vote;

14.28 Save as expressly provided for in this MOI, no person other than a Member duly registered, and who is in Good Standing shall be entitled to be present or to vote on any matter either personally or by proxy, at any Members' Meeting.

14.29 If voting on a particular matter is by polling, any person who is present at the meeting, whether as a Member or as proxy for a Member, has the number of votes determined in accordance with the provisions of Clause 14.27 above.

14.30 A polled vote must be held on any particular matter to be voted on at a meeting if the demand for such a vote is made by:

14.30.1 at least 5 (five) persons having the right to vote on that matter, either as a Member or as proxy representing a Member; or

14.30.2 a person who is, or persons who together are entitled, as a Member or as proxy representing a Member, to exercise at least 10% (ten percent) of the voting rights entitled to be voted on that matter.

14.31 Every resolution and every amendment of a resolution proposed at a Members' Meeting shall be seconded at the meeting and if not so seconded shall be deemed not to have been proposed.

14.32 An ordinary resolution (that is a resolution other than a special resolution) or the amendment of an ordinary resolution shall be carried on a simple majority of all votes cast thereon, and an abstention shall not be counted as a vote for or against the resolution in question. In the case of equality of votes for and against any resolution, the Chairperson shall not have a casting vote and the proposed resolution shall be deemed not to have been accepted.

14.33 Unless any Member present in person or by proxy at a General Meeting shall before the closure of the meeting have objected to:

14.33.1 any declaration made by the Chairperson of the meeting as to the result of any voting at the meeting, whether by show of hand or by poll; and/or

14.33.2 the propriety of validity of the procedure at such a meeting;

such declaration by the Chairperson shall be deemed to be a true and correct statement of the voting, and the meeting shall in all respects be deemed to have been properly and validly constituted and conducted, and an entry in the minutes to the effect that any motion has been carried or lost, with or without a record of the number of votes recorded in favour of or against such motion, shall be conclusive evidence of the vote so recorded if such entry confirms the declaration made by the Chairperson of the meeting as to the result of any voting at the meeting,

14.34 The Chairperson of the Board shall preside as Chairperson at every Members' Meeting, if there is no such Chairperson, or if at any Members' Meeting he is not present within 15 (fifteen) minutes after the time appointed for holding the Members' Meeting or is unwilling to act as Chairperson, the Members entitled to vote which are present shall select a Director present at the Members' Meeting, or if no Director be present at the Members' Meeting, or if all the Directors present decline to take the chair, the members entitled to vote shall select one of their number which is present to be Chairperson of the Members' Meeting.

14.35 Where there are joint registered holders of any Stand, any one of such persons may vote at any meeting, either personally or by proxy, in respect of such Stand as if he were solely entitled thereto, and if more than one of such joint holders be present at any meeting personally or by proxy, that one of the said persons so present whose name Stands first on the Members' register in respect of such Stand, shall alone be entitled to vote in respect thereof. Where there are several executors or administrators of

a deceased Member's Stand, any of such executors or administrators may vote in respect of such Stand, unless any other of such executors or administrators is present at the meeting at which such vote is tendered and objects to the vote, in which case the executor or administrator whose name Stands first on the Letters of Executorship/Letters of Authority shall alone be entitled to vote in respect of such Stand.

14.36 If there is a deadlock between the Members a dispute shall be deemed to exist between the Members, which shall be dealt with as contemplated in Clause 37 below. Any such deadlock shall not constitute a ground for the winding up of the Association.

14.37 At any time, a Member may appoint any other person as a proxy to:

14.37.1 participate in, speak and vote at a Members' Meeting on behalf of the Member who appointed him;

14.37.2 give or withhold written consent on behalf of that Member to a resolution referred to in Clause 14.6 above.

14.38 A Member of the Association is entitled to appoint a maximum of 1 (one) other Member as proxy to exercise voting rights on his behalf.

14.39 A Members' proxy shall not be entitled to delegate his powers to another person.

14.40 A Member must deliver to the Company the instrument appointing a proxy or a copy thereof before the person named in the proxy form may exercise any of the rights of the Member at the Members meeting (including an adjourned Members meeting. The instrument appointing a proxy shall be in

the form as shown in Schedule 5 hereto, or in any other form which the Directors shall approve.

14.41 The authority of a Member's proxy to decide without direction from the Member whether to exercise or abstain from exercising any voting right of the Member, is not limited or restricted by this MOI.

14.42 A proxy appointment must comply with the provisions of section 58(2) of the Act, and the further provisions of section 58(4)(5)(6)(8) and (9) shall apply to proxy appointments.

14.43 The proxy form shall be signed by the Member concerned or his duly authorised agent, provided that where a Member is more than one person, a majority of those persons shall sign the proxy form on such Member's behalf. Where a Member is a company, the proxy form may be signed by the Chairperson of the Board of Directors of that company or by its Secretary, and where an Association of persons, by the Secretary thereof, or in the case of a trust, a duly appointed Trustee thereof.

14.44 A proxy form shall remain valid for a period of 1 (one) year after date of signature thereof.

14.45 A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the death or mental disorder of the principal or revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the membership in respect of which the proxy is given, provided that no intimation in writing of such death, insanity, revocation or transfer as aforesaid shall have been received by the Association at its Office before the commencement of the Members' Meeting or adjourned Members' Meeting at which the proxy is used.

15. RECORD DATE

15.1 If the Board determines a Record Date (as defined in the Act), it may not be earlier than the date on which the Record Date is determined or more than 10 (ten) Business Days before the date on which the event or action, for which the Record Date is being set, is scheduled to occur.

15.3 if, at any time, the Board fails to determine a Record Date, the Record Date for the relevant matter is –

15.3.1 in the case of a Members' Meeting, the latest date by which the Association is required to Deliver to Members entitled to vote, notice of that Members' Meeting; or

15.3.2 the date of the action or event, in any other case.

15.4 The Association must publish a notice of a Record Date for any matter by:

15.3.1 delivering a copy to each Member in the manner prescribed in Clause 1.13 above; and

15.3.2 posting a conspicuous copy of the notice at the clubhouse located in the Estate and on its website (if any).

16. THE BOARD OF DIRECTORS

16.1 There shall be a Board of Directors of the Association which shall consist of not less than 3 (three) and not more than 9 (nine) Directors and not more than 4 (four) elected alternate Directors. If at any time the number of Directors serving on the Board are less than the minimum number stipulated, the authority of the remaining Directors shall be limited to convening the necessary Board or Members' meetings and/or passing the

necessary resolutions to procure the filling of a sufficient number of vacancies on the Board in order to meet the number in this Clause 16.1.

16.2 A Director shall be an individual but need not himself be a Member of the Association.

16.3 A Director, by accepting his appointment to office as such, shall be deemed to have agreed to be bound by all the provisions of this MOI.

16.4 **Elected Directors**

16.5.1 All Directors of the Association must be elected in accordance with the process described below.

16.5.2 At least 30 (thirty) days prior to the Annual General Meeting, the Board must by written notice to the Members, request the Members to nominate in writing persons for election as Directors. The notice must include the Board's specific requirements in relation to the nominees, including:

16.5.2.1 the number of vacancies on the Board;

16.5.2.2 the number of independent executive Directors (if any) required by the Board;

16.5.2.3 the number of black persons required to be elected as Directors; and

16.5.2.4 the skills, qualifications and experience required by the Board;

16.5.3 In determining its requirements, the Board must act in the best interests of the Association and:

16.5.3.1 promote diversity in its membership across a variety of attributes relevant for promoting better decision-making and effective governance, including field of knowledge, skills and experience as well as age, culture, race and gender;

16.5.3.2 ensure the appropriate mix of knowledge, skills and experience, including the business, commercial and industry experience needed to govern the Association; and

16.5.3.3 set targets for race and gender representation in its membership.

16.5.4 All Members shall jointly be entitled to fill any vacancies that may arise on the Board in accordance with the provisions of this Clause at any annual general meeting of the Association, or at other Members' meetings or by way of a written resolution in terms of section 60, as may be required. A person who is disqualified or ineligible to be a Director in terms of section 69 read with Clause 16.5.5 below may not be nominated for election.

16.5.5 The Directors to be elected by the Members shall be elected at an annual general meeting and may only be so elected if they (Members) are in Good Standing, and:

16.5.5.1 if such person is also a member of the Golf Club, he must also be in good standing in accordance with the provisions of the Memorandum of Incorporation of the Golf Club; and

16.5.5.2 if such person is a spouse of a Member or the representative of a legal entity or a trust which is a Member, then such Member must be in Good Standing.

16.5.6 Directors who retire as Directors, may be nominated for re-election if eligible and willing to continue to serve as Director. A nomination for re-election of an incumbent of the Board shall be considered by the Board on the basis of that member's performance, including attendance at meetings of the Board and its committees.

16.5.7 Each Member may nominate in writing, nominees for election as Directors up to the total number of vacancies, provided that each nomination must include:

16.5.7.1 the full name of the nominee;

16.5.7.2 the name and signature of the Member nominating the nominee;

16.5.7.3 a brief resume of the nominee, including the nominee's skills, qualifications, experience and other matters which the Board has indicated are required by the Association;

16.5.7.4 the signature of the nominee, accepting the nomination; and

16.5.7.5 any other requirements set out in the notice calling for nominations.

16.5.8 The nominations must be delivered to the principal place of business of the Association, or to the specified person or address in the notice, at least 30 (thirty) days before the scheduled date of the Annual General Meeting. The Board must make copies of the nominations and the documentation referred to in Clause 16.5 available to the Nomination Committee for purposes of Clause 16.5.10 below.

16.5.9 In the event that the Members fail to nominate a sufficient number of suitable candidates for election to the Board, taking into account the considerations referred to in Clauses 16.5.2.1 to 16.5.2.4, the Board shall be entitled to nominate additional candidates to be considered for election to the Board.

16.5.10 The Board must approve every nominee who has been nominated for election and after considering Clauses 16.5.2.1 to 16.5.2.4, the eligibility requirements to be a Director of the Association as set out in section 69 of the Act and in this MOI, may disregard any nominee.

16.5.11 Prior to the confirmation of their nomination in terms of Clause 16.5.10 above, candidates' background should be investigated, and their qualifications should be independently verified.

16.5.12 In the notice calling the Annual General Meeting, the Board shall publish a list of the nominees who have been approved by the Board for election as Directors this shall include a brief professional profile of each candidate standing for election, including details of existing professional commitments (or, if voting takes place in terms of section 60 of the Act, the notice or whereby the names of the candidates are put forward for election).

16.5.13 Each of the Directors and Alternate Directors shall be elected in accordance with the provisions of Clause 14.6 above, or by Members at a general meeting to serve as a Director.

16.5.14 An Alternate Director shall serve in the place of a Director during that Director's absence or inability to act as Director. If a person is an Alternate Director in respect of more than 1 (one) Director, or if an Alternate Director is also a Director, he shall have a separate vote on behalf of each Director he is representing, in addition to his own vote (if any).

16.5.15 Subject to the provisions of Clause 16.15 below, the manner of electing Directors of the Association is as follows:

16.5.15.1 the election is to be conducted by polling with the names of all candidates nominated for election to the Board appearing on the ballot paper and those candidates who receive the highest support (provided each of them receive more than 50% (fifty percent) of the votes exercised) will be deemed to be elected to serve on the Board.

16.5.16 The Board may appoint a person who satisfies the requirements for election as a Director to fill any vacancy and serve as a Director of the Association on a temporary basis until the vacancy has been filled by election in terms of Clause 16.8, and during that period any person so appointed has all of the powers, functions and duties, and is subject to all of the liabilities, of any other Director of the Association.

16.5.17 A person becomes entitled to serve as a Director of the Association when that person:

16.5.17.1 has been elected in accordance with the provisions of this MOI; and

16.5.17.2 has delivered to the Association a written consent to serve as a Director of the Association.

16.6 The Association may pay:

16.6.1 remuneration to its Directors for their service as Directors, provided however that such remuneration may be paid only in accordance with a special resolution approved by the Members;

16.6.2 remuneration to any Director called upon to perform extra services or to render any special services for any of the purposes of the Association and such remuneration may be either in addition to or in substitution for his share in the remuneration determined under Clause 16.6.1 above. The Association may also pay any Director who serves on any committee or who devotes special attention to the business of the Association or otherwise performs services which in the opinion of the Board are outside the scope of the ordinary duties of a Director, such extra remuneration by way of salary, commission, percentage of profits or by any or all of these modes or otherwise as the Board may determine; provided however that before any remuneration referred to in this Clause 16.6.2 is paid, the Association shall first comply with the provisions of Clause 16.6.1 above;

16.6.3 all travelling, hotel and other expenses properly incurred by a Director in or about the performance of his duties as Director, including those of attending and travelling to and from Board meetings or meetings of any committee, or for attending any meeting of the Board of the Association.

16.7 The Association, may not provide a loan to, secure a debt or obligation of, or otherwise provide direct or indirect financial assistance to a Director of the Association or of a related or inter-related company, or to a person related to any such director.

16.8 If a vacancy arises on the Board, it must be filled by a new appointment, if the Director was appointed as a Director of the Association, or by a new election conducted, either at the next annual general meeting of the Association or within 6 (six) Months after the vacancy arose at a meeting of Members called for the purposes of electing Directors, or by a poll of the Members entitled to exercise voting rights in an election of the Director as contemplated in Clause 14.6 above.

16.9 A Director may be removed by an ordinary resolution supported by more than 50% (fifty percent) of the voting rights exercised on the said resolution, adopted at a Members' Meeting by Members entitled to vote in an election of that Director, provided however that before the Members of the Association may consider a resolution for the removal of that Director –

16.9.1 the Director concerned must be given notice of the meeting and the resolution, at least equivalent to that which a Member is entitled to receive, irrespective of whether or not the Director is a Member of the Association; and

16.9.2 the Director must be afforded a reasonable opportunity to make a presentation, in person or through a representative, to the meeting, before the resolution is put to a vote.

16.10 All Directors shall serve on the Board for a term to be determined in terms of Clause 17 below.

16.11 In the event that an insufficient number of nominations are received from Members to fill all vacancies on the Board, the Board shall be entitled to nominate more candidates at the meeting where the election of Directors is to take place.

16.12 If at any Members' Meeting at which an election of Directors ought to take place, the place of any retiring Director is not filled, he shall, if willing, continue in office until the dissolution of the following annual general meeting in the next year, and so on from year to year until his place is filled, unless it shall be determined at such meeting not to fill such vacancy.

16.13 The office of a Director shall forthwith be vacated if a Director:

16.13.1 becomes ineligible or disqualified as set forth in Schedule 2 hereto; or

16.13.2 if he is removed from the Board in terms of Clauses 16.14 or 16.22; or

16.13.3 if he is due for retirement in terms of the provisions of this MOI; or

16.13.4 if he absents himself from the meetings of the Directors, except on the Association's business, for 3 (three) consecutive meetings without special leave of absence from the Board and the Board resolves that his office be vacated; or

16.13.5 if he is directly or indirectly interested in any contract or proposed contract with the Association and fails to disclose his interest and the nature thereof in the manner required by the Act.

16.14 A Director may hold any other office or place of profit in the Association other than that of auditor in conjunction with his Directorship and may be appointed thereto upon such terms as to remuneration, tenure of office and otherwise as may be determined by the Board, but subject to Clause 16.6 above. A Director may, notwithstanding his interest, be counted in the quorum present at any meeting at which he is so employed or appointed to hold any such office of profit with the Association but he must not take part in the consideration of the matter and may not vote on such employment or appointment and must not execute any document on behalf of the Association in relation to that matter unless specifically requested or directed to do so by the Board.

16.15 A Members' Meeting may, by a simple majority vote, resolve that there where 2 (two) or more persons are to be appointed as Directors of the Association, such appointment shall be made on a single resolution.

16.16 If the Association has more than two Directors and a Member or Director has alleged that a Director of the Association has become:

16.16.1 ineligible or disqualified in terms of Section 69 of the Act, other than on the grounds contemplated in Section 69(8)(a); or

16.16.2 incapacitated to the extent that the Director concerned is unable to perform the functions of a Director and is unlikely to regain that capacity within a reasonable time; or

16.16.3 has neglected or been derelict in the performance of the functions of Director, the Board, other than the Director concerned, must determine the matter by resolution and may remove the Director concerned whom it has determined to be ineligible or disqualified, incapacitated, or negligent or derelict, as the case may be.

16.17 If there is no Director able and willing to act, then any Member entitled to exercise voting rights in the election of a Director may convene a Members' Meeting for the purpose of appointing Directors.

17. RETIREMENT OF DIRECTORS

17.1 No Director shall be appointed for life or for an indefinite period and all Directors shall retire at the end of every annual general meeting, unless re-elected.

18. AUTHORITY OF THE BOARD OF DIRECTORS

18.1 The business and affairs of the Association are managed by or under the direction of the Board, which has the authority to exercise all of the powers and perform any of the functions of the Association and consequently all the powers of the Board are unlimited.

18.2 Subject to the restrictions contained in the Act and in the Memorandum of Incorporation:

18.2.1 the Board may, subject to and under authority of a prior special resolution passed by the Members of the Association, borrow money and may mortgage or bind its undertaking and property (or any part thereof) and may issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Association; and

18.2.2 the Members shall be obliged to permit the Board to cause the Association to secure the repayment of any sum or sums or the performance of any obligation referred to in Clause 18.2.1 by means of any mortgage, charge or other security on the undertaking or the assets of the Association, as approved by the Members by way of a special resolution, and no other mortgage, charge or other security which is in contravention herewith, shall be valid.

18.3. The Board shall not be entitled to undertake on behalf of its Members any permanent works of major capital nature without the sanction of an ordinary

resolution of the Members adopted during a general meeting of Members. In this sub-clause "works of a capital nature" means works that will cost more than R1 500 000.00 (One Million Five Hundred Thousand Rand) (excluding Value Added Tax). It is recorded that the Board may, in their sole and absolute discretion adjust the limit of R1 500 000.00 (One Million Five Hundred Thousand Rand) from time to time, but only to make provision for the effect of inflation.

19. SECRETARY

If the Directors so decide, they shall appoint a Secretary for such term, at such remuneration; and upon such conditions, as they may think fit, and the Directors may dismiss such Secretary.

20. GENERAL POWERS AND DUTIES OF DIRECTOR

20.1 Within 30 (thirty) days of the holding of each Annual General Meeting, the Board shall from its members elect a Chairperson and a Vice Chairperson who shall hold office until the next Annual General Meeting; provided that the offices of the Chairperson and Vice Chairperson shall *ipso facto* be vacated by the Director holding such office upon his ceasing to be a Director for any reason.

20.2 The Chairperson shall preside at all meetings of the Board and all Members' Meetings and shall perform all duties incidental to the office of the Chairperson and such other duties as may be prescribed by the Board from time to time.

20.3 The Vice Chairperson shall assume the powers and duties of the Chairperson in the absence of the Chairperson or his inability or refusal to act as Chairperson, and failing the appointment of a Vice Chairperson, a Director nominated by the majority of the remaining Directors of the Board

shall perform such duties as may from time to time be assigned to him by the Chairperson of the Board.

20.4 The Board shall further have the power to require that any Works being constructed within the Estate shall be supervised to ensure that the provisions of these Clauses and the Rules, conduct rules and/or house rules are complied with and that all work is performed in a proper and workmanlike manner.

20.5 The Board shall have the right to vary, cancel or modify any of its decisions and resolutions from time to time.

20.6 The Board shall have the right to co-opt onto the Board any professional person or persons chosen by it for their expertise in a particular matter to assist the Board. A co-opted Director need not necessarily be a Member of the Association. A co-opted Director shall have the right to be notified of and to attend all Board meetings and to speak thereat in all respects as if he was a full Board member but shall have no vote at any such meetings and may not be elected to the office of Chairperson or Vice Chairperson. Save as aforesaid, a co-opted Director shall enjoy all the rights and be subject to all the obligations of a Director.

21. PERFORMANCE EVALUATION

21.1 The Association is required to make a statement in the Board's report indicating the manner in which formal evaluation has been made of the Board's performance and that of its individual directors, committees and the Chairperson of the Board ("Board Evaluation ").

21.2. The performance of the Board, the individual directors, the Chairperson of the Board (taking into account the views of the Directors) and the committees is to be assessed by the Nomination Committee referred to in Clause 35 below.

21.3. The Board in consultation with the Nomination Committee must develop a policy on Board Evaluation.

21.4. The nomination committee is required to hold at least one meeting in a year and in that meeting they are required to conduct the Board evaluation, using the performance criteria referred to below.

21.5. The performance criteria for the Board evaluation shall be developed by the Nomination Committee on the basis of the policy document referred to in clause 21.3 above.

21.6. The Nomination Committee in consultation with the Board may from time to time modify all evaluation criteria as it may deem fit and necessary.

22. PERSONAL FINANCIAL INTERESTS OF DIRECTORS

22.1 For the purposes of this Clause 22, "Director" includes an alternate Director (if any), a prescribed officer, and a person who is a member of a committee of the Board, irrespective of whether or not the person is also a member of the Board.

22.2 At any time, a Director must disclose any personal financial interest in advance, by delivering to the Board a notice, in writing, setting out the nature and extent of that Personal Financial Interest, to be used generally by the Association until changed or withdrawn by further written notice from that Director.

22.3 If a Director has a personal financial interest in respect of a matter to be considered at a meeting of the Board, or Knows that a Related Person has a Personal Financial Interest in the matter, the Director:

22.3.1 must disclose the Personal Financial Interest and its general nature before the matter is considered at the meeting;

22.3.2 must disclose to the meeting any material information relating to the matter, and known to the Director;

22.3.3 may disclose any observations or pertinent insights relating to the matter if requested to do so by the other Directors;

22.3.4 if present at the meeting, must leave the meeting immediately after making any disclosure contemplated in Clauses 22.3.2 or 22.3.3;

22.3.5 must not take part in the consideration of the matter, except to the extent contemplated in Clauses 22.3.2 or 22.3.3;

22.3.6 while absent from the meeting in terms of this Clause 22.3:

22.3.6.1 is to be regarded as being present at the meeting for the purpose of determining whether sufficient Directors are present to constitute a quorum; and

22.3.6.2 is not to be regarded as being present at the meeting for the purpose of determining whether a resolution has sufficient support to be adopted; and

22.3.7 must not execute any document on behalf of the Association in relation to the matter unless specifically requested or directed to do so by the Board.

22.4 If a Director acquires a Personal Financial Interest in an agreement or other matter in which the Association has a material interest, or knows that a Related Person has acquired a Personal Financial Interest in the matter, after the agreement or other matter has been approved by the Association, the Director must promptly disclose to the Board, the nature and extent of that personal financial interest, and the material circumstances relating to the Director or Related Person's acquisition of that personal financial interest.

22.5 A decision by the Board, or a transaction or agreement approved by the Board, is valid despite any Personal Financial interest of a Director or Person Related to the Director, only if:

22.5.1 it was approved following the disclosure of the Personal Financial Interest in the manner contemplated in this Clause 22; or

22.5.2 despite having been approved without disclosure of that Personal Financial Interest, it has been ratified by an ordinary resolution by the Members following disclosure of that Personal Financial Interest or so declared by a court.

23. PROCEEDINGS OF DIRECTORS

23.1 A Director authorised by the Board:

23.1.1 may, at any time, summon a meeting of the Directors; and

23.1.2 must call a meeting of the Directors if required to do so by at least 2 (two) Directors.

23.2 The Directors may determine what period of notice, which period of notice shall not be less than 48 (forty-eight) hours, shall be given of meetings of Directors and may determine the means of giving such notice, in writing, which may include telephone, telefax or Electronic Communication. It shall be necessary to give notice of a meeting of Directors to all Directors even those for the time being absent from South Africa.

23.3 If all of the Directors:

23.3.1 acknowledge actual receipt of the notice; or

23.3.2 are present at a meeting of the Directors; or

23.3.3 waive notice of the meeting,

the meeting may proceed even if the Association failed to give the required notice of that meeting, or there was a defect in the giving of the notice.

23.4 The Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit and shall meet, as a minimum, at least once every quarter.

23.5 A meeting of Directors may be conducted by Electronic Communication and/or one or more Directors may participate in a meeting of Directors by Electronic Communication so long as the Electronic Communication facility employed ordinarily enables all persons participating in that meeting to communicate concurrently with each other without an intermediary, and to participate effectively in the meeting.

23.6 The quorum for a Directors' meeting is a majority of Directors (but not including co-opted Directors) personally present; provided that, should a Director attend a Board meeting through Electronic Communication, that Director shall be deemed to have been present at the meeting for purposes of this Clause 23.6.

23.7 The Chairperson shall preside as such at all meetings of the Board; provided that should, at any meeting of the Board, the Chairperson not be present within 30 (thirty) minutes after the time appointed for the holding thereof, then the Vice Chairperson shall act as Chairperson at such meeting, provided further that should the Vice Chairperson also not be present within 30 (thirty) minutes of the time appointed for the holding of such a meeting, those Directors present shall appoint a Chairperson from the meeting, who shall thereupon exercise all the powers and duties of the Chairperson in relation to that meeting.

23.8 If within 30 (thirty) minutes from the time appointed for the holding of a Board meeting a quorum is not present, the meeting shall stand adjourned to the same day in the next week at the same place and time, or at such other place as the Chairperson shall appoint, and if at such subsequent meeting the subject to the adjournment, a quorum is not present within half an hour from the time appointed for holding the meeting, the Directors present shall be a quorum.

23.9 Each Director has 1 (one) vote on a matter before the Board and a simple majority of the votes cast on a resolution is sufficient to approve that resolution.

23.10 In the event of an equality of votes for and against any resolution, the Chairperson will not have a casting vote.

23.11 The Association must keep minutes of the meetings of the Board, and any of its committees, and include in the minutes:

23.11.1 any declaration given by notice or made by a Director as required by Clause 22;

23.11.2 every resolution adopted by the Board;

23.11.3 a record of every vote exercised by any Director against a proposed resolution which is eventually passed by the Board.

23.12 Resolutions adopted by the Board must be dated and sequentially numbered, and are effective as of the date of the resolution, unless the resolution states otherwise.

23.13 No resolution shall be of any force or effect or shall be binding upon the Members of the Association unless such resolution has been passed in terms of the powers of the Board.

23.14 Any minutes of a meeting, or a resolution, signed by the Chairperson of the meeting, or by the Chairperson of the next meeting of the Board, is evidence of the proceedings of that meeting, or adoption of that resolution, as the case may be.

23.15 A Round Robin Resolution of Directors shall be as valid and effectual as if it had been passed at a meeting of the Directors duly called and constituted, provided that each Director has received notice of the matter to be decided upon.

23.16 The Board of Directors may determine the period of time within which written consent or refusal must be provided and such a period of time should, as far as is practical, be included in the original notice.

24. COMMON AREAS

24.1 The common areas in the case of a Scheme vest in the body corporate of that Scheme and are not subject to the powers and obligations of the Association or the Board; provided however that the body corporate shall not be entitled to adopt rules which are in conflict with this MOI and/or the rules of the Association.

24.2 All Common Areas (if any) which vest in the Association are subject to the provisions of this MOI and the Rules, conduct rules and house rules.

24.3 Members shall be entitled access to all Common Areas in respect of which the Association holds title or tenancy subject to compliance by Members with the Rules, conduct rules and/or house rules pertaining to such Common Areas.

24.4 The Board may from time to time and whenever they deem it necessary, limit, restrict or suspend is in relation to any such part of such Common Areas as defined hereto.

24.5 The Board may make house rules and/or conduct rules relating to access by the general public to certain Common Areas in order to confine the public access to such areas.

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

24.7 Where the boundary of one Members property also constitutes the boundary of the Estate, such Member shall be obliged to permit the Association to erect upon such Member's property immediately adjacent to such boundary, such walling or other fencing as the Board may determine. Such Member shall not be entitled to interfere in any manner whatsoever with any such walling or fencing, and shall permit the Association from time to time access to such Member's property in order to inspect such walling or fencing and to effect such repairs as may be necessary from time to time. In the event of such Member wishing to erect his own walling or fencing, he shall be obliged to erect same within the walling or fencing referred to above and subject to such conditions as the Board may lay down to permit the Association access to the boundary walling or fencing concerned.

25. ALIENATION

25.1 No Member shall Alienate any Stand or rights thereto until the Board (under the hand of one of its Directors) on the Board's behalf, has certified that the Member has at date of transfer fulfilled all his or her financial obligations to the Association.

25.2 No Stand or any interest therein shall further be Alienated without the consent of the Association, which consent shall not be unreasonably withheld:

25.2.1 unless such Member is indebted to the Association in any way in respect of Levy Contributions, special conditions, fines or other penalties, interest or any debt due which the Association may in terms of the MOI, be entitled to claim from him; and

25.2.2 the proposed Purchaser has agreed, in writing, to become a Member of the Association.

25.3 Before a Stand is transferred, the Member who has Alienated such Stand shall pay to the Association an administration fee for issuing a clearance certificate in respect of the proposed transfer as may be determined by the Board or the Finance Committee from time to time.

26 LOSS OF DOCUMENTS

The Association shall not be responsible for the loss in transmission of any cheque, warrant, certificate or (without any limitation *eiusdem generis*) other document sent through the post either to the registered address of any Member or to any other address requested or indicated by the Member.

27 NOTICES

27.1 The Association may give notices, documents, records or statements or notices of availability of the aforegoing, in the manner set forth in Schedule 3 hereto.

27.2 Any Member who/which has furnished an Electronic Address to the Association, by doing so:

27.2.1 authorises the Association to use Electronic Communication to give notices, documents, records or statements or notices of availability of the aforegoing to her/him/it; and

27.2.2 confirms that same can conveniently be printed by the Member within a reasonable time and at a reasonable cost.

27.3 Any notice required to be given by the Association to the Members, and not expressly prohibiting the provisions of this Clause from applying, shall be sufficiently given (subject to giving a notice of availability in accordance with Clauses 27.1 or 27.2), if given by posting it on the Association's website until at least the date when the event to which the notice refers occurs.

27.4 Any notice, document, record or statement or notice of availability of the aforegoing sent by the Association shall be deemed to have been delivered on the date and time determined in accordance with Schedule 3 hereto.

27.5 A Member shall be bound by every notice Delivered to the Person who was, at the date on which that notice was Delivered or established to the satisfaction of the Directors (as the case may be) as the Member, notwithstanding that the Member may then have been dead or may subsequently have died or have been or become otherwise incapable of acting as a Member.

27.6 The Association shall not be bound to use any method of giving notice, documents, records or statements or notices of availability of the aforegoing, contemplated in the Regulations in respect of which provision is made for deemed delivery, but if the Association does use such a method, the notice, document, record or statement or notice of availability of the aforegoing shall be deemed to be delivered on the day determined in accordance with the Regulations. In any other case, when a given number of days' notice or notice extending over any period is required to be given (which are not Business Days, which shall be calculated in accordance with Clause 1.3), the provisions of Clause 1.3 shall also be applied.

27.7 As regards the signature of an Electronic Communication by a Member, it shall be in such form as the Directors may specify to demonstrate that the Electronic Communication is genuine, or failing any such specification by the Directors, it shall be constituted by the Member indicating in the Electronic Communication that it is the Member's intention to use the Electronic Communication as the medium to indicate the Member's approval of the information in, or the Member's signature of the document in or attached to, the Electronic Communication which contains the name of the Member sending it in the body of the Electronic Communication.

28. INDEMNITY

28.1 For the purposes of this Clause 28, "Director" includes a former Director, an alternate Director (if any), a prescribed officer, a person who is a member of a committee of the Board, irrespective of whether or not the person is also a member of the Board.

28.2 The Association may –

28.2.1 not directly or indirectly pay any fine that may be imposed on a Director, or on a Director of a related company, as a consequence of that Director having been convicted of an offence in terms of any national legislation, unless the conviction was based on strict liability;

28.2.2 advance expenses to a Director to defend litigation in any proceedings arising out of the Director's service to the Association; and

28.2.3 directly or indirectly indemnify a Director for —

28.2.3.1 any liability, other than in respect of —

28.2.3.1.1 any liability arising in terms of Section 77 (3)(a), (b) or (c) of the Act or from wilful misconduct or wilful breach of trust on the part of the Director; or

28.2.3.1.2 any fine contemplated in Clause 28.2.1;

28.2.3.2 any expenses contemplated in Clause 28.2.2 irrespective of whether it has advanced those expenses, if the proceedings —

28.2.3.2.1 are abandoned or exculpate the Director; or

28.2.3.2.2 arise in respect of any other liability for which the Association may indemnify the Director in terms of Clause 28.2.3.1

28.3 The Association may purchase insurance to protect —

28.3.1 a Director against any liability or expenses contemplated in Clause 28.2.2 or Clause 28.2.3; or

28.3.2 the Association against any contingency including but not limited to —

28.3.2.1 any expenses:

28.3.2.11 that the Association is permitted to advance in accordance with Clause 28.2.2; or

28.3.2.1.2 for which the Association is permitted to indemnify a Director in accordance with Clause 28.2.3.2; or

28.3.2.2 any liability for which the Association is permitted to indemnify a Director in accordance with Clause 28.2.3.1.

28.4 The Association is entitled to claim restitution from a Director or of a related company for any money paid directly or indirectly by the Association to or on behalf of that Director in any manner inconsistent with Section 78 of the Act.

29. BOARD COMMITTEES

29.1 The Directors may appoint any number of Board committees and delegate to such committees any authority of the Board. The members of such committees may include persons who are not Director; provided they are not ineligible or disqualified to be appointed or selected as Directors; and provided further that they shall not be entitled to vote.

29.2 No person shall be appointed as a member of a Board committee, if he is ineligible or disqualified and any such appointment shall be a nullity. A person who is ineligible or disqualified must not consent to be appointed as a member of a Board committee nor act as such a member. A person placed under probation by a court must not serve as a member of a Board committee unless the order of court so permits.

29.3 There are no general qualifications prescribed by the Association for a person to serve as a member of a Board committee in addition to the requirements of the Act.

29.4 A member of a Board committee shall cease to hold office as such immediately he becomes ineligible or disqualified in terms of the Act.

29.5 Committees of the Board may consult with or receive advice from any person.

29.6 Meetings and other proceedings of a committee of the Board consisting of more than 1 (one) member shall be governed by the provisions of this MOI regulating the meetings and proceedings of Directors.

29.7 In addition to the Finance Committee as provided for in terms of Clause 11 above, or any other committees as the Board may determine, the Board shall also establish Amenities, Aesthetics, Golf Management, Security Committees, an Audit and Risk Committee, a Social and Ethics Committee and a Nomination Committee.

30. AESTHETICS COMMITTEE

30.1 The Board shall establish in terms of Clause 29 an Aesthetics Committee, which shall consist of at least 2 (two) Directors and such other members as the Board may determine.

30.2 Members of the Aesthetics Committee shall not necessarily be required to be Members of the Association.

30.3 In addition to such other powers as may be conferred upon it by the Board, the Aesthetics Committee shall have the right without prejudice to any other rights of the Association, either in terms of this MOI or by law, whenever it considers that the appearance of any Unit or building or proposed Unit or building is unsightly or injurious to the aesthetics of the surrounding area or the Estate generally, to serve notice on the affected Member to take such steps as may be required as specified in the notice to rectify such unsightly or injurious condition.

30.4 In the event of the Member failing within a reasonable time, specified in such notice, to comply therewith, the Board may enter, after having given written notice to the Member of its intention to do so, upon the Stand concerned to take such steps as may be necessary, and recover the cost thereof from the Member concerned, which costs shall be deemed to be a debt owing to the Association.

30.5 The Aesthetics Committee shall be obliged in giving such notice to act reasonably without unreasonably infringing on the rights of the Member.

30.6 All plans for buildings, outbuildings, structures, additions and alterations and all plans for all Works, as defined Clause 1.1.47 above, must be submitted to the Board, in terms of Clause 30.7 below, and to the Aesthetics Committee. The Board shall not approve any plan in terms of Clause 30.7 below unless such plans have been approved by the Aesthetics Committee.

30.7 No Member shall commence with the construction of any building or structure or any additions or alterations thereto or any Works of whatsoever nature as defined Clause 1.1.47 above, unless he or she has submitted plans for such buildings, structures, alterations or addition to the Board for approval as the Board may require. The Board shall have the power in considering any plan to lay down such reasonable conditions as it may deem necessary.

31. AMENITIES COMMITTEE

31.1 The Board shall establish in terms of Clause 29, an Amenities Committee, which shall consist of not less than 2 (two) Directors and one other member.

31.2 The Amenities Committee shall have control of all sporting (except golf), social and recreational facilities and amenities in the Estate which are on the Common Areas and may make such house rules and/or management regulations as it may consider necessary from time to time for the use of such amenities, including the charging of such fee as it may deem reasonable for the use thereof.

31.3 The Board may enter into agreements with Members for the provision of amenities and services to the Members and to levy a reasonable charge in respect of the provision thereof.

32. GOLF MANAGEMENT COMMITTEE

32.1 The Board shall establish in terms of Clause 29 a Golf Management Committee, which shall consist of at least 2 (two) Directors and may include such other members as the Board may determine from time to time; provided however that no such member who is not a Director of the Association shall have a vote on a matter to be decided by the committee and provided further that such member who is not a Director of the Association must not be ineligible or disqualified to be a director in terms of section 69 of the Act.

32.2 Members of the Golf Management Committee shall not necessarily be required to be Members of the Association, but must be members of the golf club, in good standing.

31.3 In addition to such other powers as may be conferred upon it by the Board, the Golf Management Committee shall:

32.3.1 set objectives and strategy for the golf club;

32.3.2 clearly state responsibilities of key Golf Operations staff and monitor their performance;

32.3.3 monitor the performance of the Golf club against agreed goals;

32.3.4 ensure current plans and actions provide for continuity;

32.3.5 communicate with Golf members and other related stakeholders;

32.3.6 manage risk related to the Golf Club;

32.3.7 comply with the constitution of the Golf Club and its rules of conduct

32.3.8 has the full authority of the Board in respect of the matters referred to it.

32.3.9 The Association must pay all expenses reasonably incurred by the Golf Management Committee, including, if the said Committee considers it appropriate, the fees of any consultant or specialist engaged by the said Committee to assist it in the performance of its functions.

33. SECURITY COMMITTEE

33.1 The Board shall establish in terms of Clause 29 a Security Committee, which shall consist of at least 2 (two) Directors and may include such other members as the Board may determine from time to time; provided however that no such member who is not a Director of the Association shall have a vote on a matter to be decided by the committee and provided further that such member who is not a Director of the Association must not be ineligible or disqualified to be a director in terms of section 69 of the Act.

33.2 Unless the resolution establishing the Security Committee, provides otherwise, such committee:

33.2.1 may consult with or receive advice from any person; and

33.2.2 has to full authority of the Board in respect of the matters referred to it.

34 AUDIT AND RISK COMMITTEE

34.1 At each Annual General Meeting the Members must elect an Audit and Risk Committee comprising at least 3 (three) members who are Directors of the Association and who satisfy the requirements as stated in Clause 34.2 below, and

34.1.1 must not be:

34.1.1.1 involved in the day to day management of the Association's business or have been so involved at any time during the previous financial year;

34.1.1.2 a Prescribed Officer, or full-time employee, of the Association or another related or interrelated company, or has been such an officer or employee at any time during the previous 3 (three) financial years; or

34.1.1.3 a material supplier or customer of the Association, such that a reasonable and informed third party would conclude in the circumstances that the integrity, impartiality or objectivity of that Director is compromised by that relationship; and

34.1.2 must not be related to any person who falls within any of the criteria set out in Clause 34.1.1 above.

34.2 At least one third of the members of the Association's Audit and Risk Committee at any particular time must have academic qualifications, or experience, in economics, law, corporate governance, finance, accounting, commerce, industry, public affairs or human resource management.

34.3 The Board must appoint a person to fill any vacancy on the Audit and Risk Committee within 40 (forty) Business Days after the vacancy arises.

34.4 The Audit and Risk Committee has the duties set forth in Section 94 (7) of the Act, which duties must be performed in accordance with the provisions of Section 94 (8) of the Act.

34.5 Neither the appointment nor the duties of the Audit and Risk Committee shall reduce the functions and duties of the Board or the Directors, except with respect to the appointment, fees and terms of engagement of the auditor of the Association.

34.6 The Association must pay all expenses reasonably incurred by the Audit and Risk Committee, including, if the said Committee considers it appropriate, the fees of any consultant or specialist engaged by the said Committee to assist it in the performance of its functions.

35. NOMINATION COMMITTEE

35.1. Purpose

The Board shall establish in terms of Clause 29 a Nomination Committee, which shall be responsible for:

35.1.1. conducting the Board evaluation referred to in Clause 21.1 above;

35.1.2 recommending for election, candidates to fill Board and committee vacancies at the AGM;

35.1.3. identifying and nominating for the approval of the Board, a candidate to fill the role of Secretary as and when the Board resolves to appoint a Secretary;

35.1.4. before any appointment is made to the Board or a committee, evaluating the balance of skills, knowledge, independence, experience and diversity on the Board or the committee (as the case may be) and in the light of this evaluation, prepare a description of the role and capabilities required of the particular appointment and assess the time commitment expected; and

35.1.5 recommending to the Members the remuneration to be paid to Board members for their services as directors.

35.2 **Membership**

35.2.5 The Committee shall comprise at least three members who shall not be directors of the Association and who shall not be ineligible or disqualified to be a director in terms of section 69 of the Act.

35.2.6 Only members of the Committee shall have the right to attend and vote at Committee meetings. However, other individuals such as the Manager, the Directors and external advisers may be invited to attend for all or part of any meeting as and when appropriate and necessary and with the agreement of the Committee Chair. The Committee shall remain independent of management at all times.

35.2.7 Appointments to the Committee are made by the Members at the AGM on the recommendation of the Committee and shall be for a period of up to three years, extendable by no more than two additional three-year periods. Each member of the Committee should be capable of making a valuable contribution to the Committee such that the Committee, collectively, has the appropriate knowledge and expertise to perform their duties.

35.3 The members of the Nomination Committee shall appoint the Committee Chair.

35.4 The Nomination Committee shall perform the following functions:

35.4.1 be responsible for identifying and nominating for election, candidates to fill Board vacancies as and when they arise;

35.4.2 be responsible for identifying and nominating for the approval of the Board, candidates to fill the role of Secretary as and when a vacancy arises;

35.4.3 before any appointment is made to the Board, evaluate the balance of skills, knowledge, independence, experience and diversity on the Board and in the light of this evaluation, prepare a description of the role and capabilities required of the particular appointment and assess the time commitment expected;

35.5 **Procedures**

The Nomination Committee shall decide its own procedures for conducting meetings.

35.6 **Authority**

The Committee is authorised to:

35.6.1 investigate any activity within its terms of reference and seek any information it requires from or request the attendance at any of its meetings of any Member, Director or any employee of the Association and all Members, Directors and employees are expected to cooperate with any requests made by the Committee;

35.6.2 use any form of resource that it considers to be appropriate, including obtaining, at the Association's expense (such expense to be agreed in advance with the Committee Chair) legal or other independent professional advice as it considers necessary to fulfil its responsibilities on any matter within its terms of reference and to secure attendance of outsiders with relevant experience and expertise.

35.7 **Review**

These terms of reference shall be reviewed by the Committee and, where necessary updated, at least once a year.

36 SOCIAL AND ETHICS COMMITTEE

36.1 The Board shall establish in terms of Clause 29 a Social and Ethics Committee, which shall consist of at least 3 (three) Directors or Prescribed Officers, at least one of whom must be a Director who is not involved in the day-to-day management of the Association's business and must not have been so involved within the previous 3 (three) Financial Years and may include such other members as the Board may determine from time to time; provided however that no such member who is not a Director of the

Association shall have a vote on a matter to be decided by the committee and provided further that such member who is not a Director of the Association must not be ineligible or disqualified to be a director in terms of section 69 of the Act.

36.2 The Social and Ethics Committee has the duties set forth in Regulation 43 (5) of the Companies Regulations, 2011 promulgated in terms of the Act.

36.3 The Social and Ethics Committee is entitled to:

36.3.1 require from any Director or Prescribed Officer any information or explanation necessary for the performance of the Committee's functions;

36.3.2 request from any employee of the Association any information or explanation necessary for the performance of the Committee's functions;

36.3.3 attend any general Members meeting;

36.3.4 receive all notices of and other communications relating to any general Members meeting; and

36.3.5 be heard at any general Members meeting contemplated in this Clause on any part of the business of the meeting that concerns the Committee's functions.

36.4 The Association must pay all expenses reasonably incurred by the Social and Ethics Committee, including, if the said Committee considers it appropriate, the fees of any consultant or specialist engaged by the said committee to assist it in the performance of its functions.

37. DETERMINATION OF DISPUTES

37.1 Any dispute arising out of or in connection with the MOI, or the Rules, house rules or the management regulations, except where an interdict is sought, or urgent relief may be obtained from a court of competent jurisdiction, must be determined in terms of this Clause 37.

37.2 If a dispute arises, the party who wishes to have the dispute determined must notify the other party thereof. Unless the dispute is resolved between the parties to that dispute within 14 (fourteen) days of such notice, either of the parties may refer the dispute for determination in terms of Clause 37.3.

37.3. If a party exercises his right in terms of Clause 37.2 to refer the dispute for determination, such dispute shall be referred to:

37.3.1 a practising senior counsel of not less than 10 (ten) years' standing, if the parties agree that the dispute in question is a legal one; or

37.3.2 a practising public accountant of not less than 10 (ten) years' standing if the parties agree that the dispute in question is an accounting one; or

37.4 If the parties cannot agree:

37.4.1 on the person referred to in Clauses 37.3.1 to 37.3.2; or

37.4.2 whether or not the dispute falls within the framework of Clauses 37.3.1 to 37.3.2, within 14 (fourteen) days after such dispute has arisen and in regard to which any of the parties has notified the other, either of the parties may refer the matter to the Chairperson of the Pretoria Bar Council to resolve the issue.

37.5 Any person (the expert) agreed upon by the parties to the dispute or nominated as aforesaid shall in all respects act as an expert and not as an arbitrator.

37.6 Subject to Clause 37.7 the expert shall be bound to follow the general substantive principles of South African Law.

37.7 The expert shall be vested with the entire discretion as to the procedure and manner to be followed in arriving at his decision, including the giving and receipt of evidence.

37.8 The parties shall use their best endeavours to procure that the decision of the expert shall be given within 21 (twenty-one) days or so soon thereafter as possible, after it has been demanded.

37.9 The expert's decision shall be final and binding on all the parties to the dispute and shall be carried into effect and may be made an order of any competent court at the instance of any of the parties at his cost.

37.10 The provisions of this Clause:

37.10.1 constitutes the irrevocable consent by the parties to any proceedings in terms thereto and none of the parties shall be entitled to withdraw therefrom or claim that in any such proceedings that it is not bound by such provisions;

37.10.2 severable from the rest of these Clauses and shall remain in effect even if this MOI is terminated for any reason whatsoever.

38. RISK

Any person entering the Estate and/or using any of the Services, the Land, sporting or recreational facilities in the Estate, does so entirely at his own risk and no person shall have any claim against the Association of whatsoever nature and howsoever caused from such entry and/or use, nor for anything that may befall any person during the course of such enter and/or use, whether caused by human or animal agency, natural or artificial phenomena or otherwise; provided that this Clause 38 shall not, in any manner, exclude, exempt or limit the liability of the Association for loss or damage occasioned

as a result of the direct or indirect gross negligence of the Association, or any person acting for or on behalf of the Association.

39. CLAIMS

No person shall have any claim against the Association as a result of fire caused by any substance, liquid or gas escaping from the Estate and resulting in:

39.1 the loss of or damage to the property of any Member or any other person; or

39.2 the death of any Member, family member of the Member, guest, agent, contractor or tenant of the Member,

provided that this Clause 39 shall not, in any manner, exclude, exempt or limit the liability of the Association for loss or damage occasioned as a result of the direct or indirect gross negligence of the Association, or any person acting for or on behalf of the Association.

40. INDEMNITY BY MEMBERS

40.1 Every Member hereby indemnify and hold the Association harmless against any and all claims in respect of any damage, loss, injury, death or otherwise, of any nature whatsoever which may be instituted against the Association to the extent to which it is in its entirety or partially caused by, arising out of or relating to the relevant Member's conduct or behaviour or failure, or the conduct or behaviour or failure of any member of his household or his members, employees, tenants, contractors, visitors or other persons for whose conduct or failure that Member may be held vicariously liable or any person within the Estate who were at the invitation of or under the control of the Member concerned, and including the state of any improvements on the common property and, furthermore irrespective of whether such damage, loss, injury or death is directly or indirectly, partially or otherwise

attributable to any act or omission, either negligent or otherwise, of the Association, its employees, directors, officers, contractors or agents; provided that this Clause 40.1 shall not, in any manner, exclude, exempt or limit the liability of the Association for loss or damage occasioned as a result of the direct or indirect gross negligence of the Association, or any person acting for or on behalf of the Association.

40.2 Without prejudice to the generality of the provisions of Clause 40.1 above and although the provision and maintenance of security measures are part of the Association's objectives, Members shall have no claim on any guarantee, expectation or other form of liability of the Association or at all, to the effect that such security measures and/or the maintenance thereof shall be effective or efficient, for the safety of Members, their tenants or occupants, visitors, guests or employees, or will ensure that their possessions (of any nature howsoever) will be protected from loss or damage.

40.3 No Member shall be entitled to withhold the payment of levies, charges or any other amounts that are owed to the Association because of any actual or alleged breach of its obligations by the Association towards the Member and/or any actual or alleged claim that such Member may have against the Association arising from any claim of any nature howsoever, and no set-off shall take place between a Member's debt for the payment of levies, charges or any other amounts due to the Association and any amount of any nature howsoever due to such Member by the Association.

40.4 When the Association takes legal action against a Member for payment of levies, charges or any other amounts that are owed to the Association, such Member shall not be entitled to rely on the provisions of any procedural legal provision stating that payment of a claim may be held over until any counterclaim of the Member concerned, of whichever nature, has been adjudicated upon.

41. FUNCTIONS OF MANAGER

41.1 The Directors may from time to time and shall if required by the Members of the Association in general meeting, appoint in terms of a written contract a Manager to control, manage and administer the Association and to exercise such powers and duties as may be entrusted to the Manager, including the power to collect contribution levied.

41.2 The contract with the Manager shall further provide for the appointment to be revoked and the Manager shall cease to hold office if:

41.2.1 where the Manager is a company, an order is made for its provisional or final liquidation; or where the Manager is a natural person, he surrenders his estate as insolvent or his estate is sequestrated; or

41.2.2 the Manager is convicted of an offence involving fraud or dishonesty; or, where the Manager is a company, any of its Directors is convicted of an offence involving fraud or dishonesty; or

41.3 The Manager shall keep full records of his administration and shall report to the Association on all matters which in his opinion detrimentally affect the value of the assets of the Association.

41.4 The Directors shall give reasonable prior notice to the Manager of all meetings of the Directors and the Manager shall be entitled to be present thereat.

41.5 The Directors shall from time to time furnish to the Manager copies of the minutes of all meetings of the Directors and of the Association.

41.6 Should a Manager not be appointed in terms of this Clause, then all references in the Articles of the Manager shall be deemed to be a reference to the Directors.

42 GOLF CLUB

42.1 For so long as the Association remains in direct or indirect control of the Golf Course, Members of the Association shall enjoy social membership of the Golf Club in accordance with the provisions of the Golf Club's MOI, in respect of the facilities associated with the Golf Course and subject to payment of an additional social membership fee.

42.2. For so long as the Association remains in direct or indirect control of the Golf Course, Members shall automatically qualify for reduced membership fees of the Golf Club.

Schedule 1: Definitions in the Act

"accounting records" means information in written or electronic form concerning the financial affairs of a company as required in terms of this Act including, but not limited to, purchase and sales records, general and subsidiary ledgers and other documents and books used in the preparation of financial statements;[1]

"alternate Director" means a person elected or appointed to serve, as the occasion requires, as a member of the Board of a company in substitution for a particular elected or appointed Director of that company;

"annual general meeting" means the meeting of a public company required by section 61(7);

"audit" has the meaning set out in the Auditing Profession Act, but does not include an "independent review" of annual financial statements, as contemplated in section 30(2)(b)(ii)(bb);

"auditor" has the meaning set out in the Auditing Profession Act;

"Banks Act" means the Banks Act, 1990 (Act No. 1194 of 1990);

"Board" means the Board of Directors of a company;

"Business Days" has the meaning determined in accordance with section 5(3);

"Commission" means the Companies and Intellectual Property Commission established by section 185;

"Commissioner" means the person appointed to or acting in the office of that name, as contemplated in Section 189;

"company" means a juristic person incorporated in terms of this Act, a domesticated company, or a juristic person that, immediately before the effective date—

(a) was registered in terms of the—

(i) Companies Act, 1973 (Act No. 61 of 1973), other than as an external company as defined in that Act; or

(ii) Close Corporations Act, 1984 (Act No. 69 of 1984), if it has subsequently been converted in terms of Schedule 2;

(b) was in existence and recognised as an 'existing company' in terms of the Companies Act, 1973 (Act No. 61 of 1973); or

(c) was deregistered in terms of the Companies Act, 1973 (Act No. 61 of 1973), and has subsequently been re-registered in terms of this Act;

"Competition Act", means the Competition Act, 1998 (Act No. 89 of 1998);

"convertible" when used in relation to any securities of a company, means securities that may, by their terms, be converted into other securities of the company, including—

(a) any non-voting securities issued by the company and which will become voting securities—

(i) on the happening of a designated event; or

(ii) if the holder of those securities so elects at some time after acquiring them; and

(b) Options to acquire securities to be issued by the company, irrespective of whether those securities may be voting securities, or non-voting securities contemplated in paragraph (a);

"creditor" means a person to whom a company is or may become obligated in terms of any liability or other obligation that would be required to be considered by the company if it were applying the Solvency and Liquidity Test set out in section 4;

"director" means a member of the Board of a company, as contemplated in section 66, or an alternate Director of a company and includes any person occupying the position of a Director or alternative Director, by whatever name designated;

"effective date", with reference to any particular provision of this Act, means the date on which that provision came into operation in terms of section 225;

"Electronic Communication" has the meaning set out in section 1 of the Electronic Communications and Transactions Act;

"Electronic Communications and Transactions Act" means the Electronic Communications and Transactions Act, 2002 (Act No. 25 of 2002);

"employee share scheme" has the meaning set out in section 95(1)(c);

"exchange" when used as a noun, has the meaning set out in section 1 of the Securities Services Act, 2004 (Act No. 36 of 2004);

"exercise", when used in relation to voting rights, includes voting by proxy, nominee, trustee or other person in a similar capacity;

"ex officio Director" means a person who holds office as a Director of a particular company solely as a consequence of that person holding some other office, title, designation or similar status specified in the company's Memorandum of Incorporation;

"external **company**" means a foreign company that is carrying on business, or non-profit activities, as the case may be, within the Republic, subject to section 23(2);

"financial statement" includes—

(a) annual financial statements and provisional annual financial statements;

(b) interim or preliminary reports;

(c) group and consolidated financial statements In the case of a group of companies; and

(d) financial information in a circular, prospectus or provisional announcement of results, that an actual or prospective creditor or holder of the company's securities, or the Commission, Panel or other regulatory authority, may reasonably be expected to rely on;

"**group of companies**" means a holding company and all of its subsidiaries;

"**holding company**", in relation to a subsidiary, means a juristic person that controls that subsidiary as a result of any circumstances contemplated in Section 2(2)(a) or 3(1 (a);

"**incorporator**", when used—

(a) with respect to a company incorporated in terms of this Act, means a person who incorporated that company, as contemplated in Section 13; or

(b) with respect to a pre-existing company, means a person who took the relevant actions comparable to those contemplated in Section 13 to bring about the incorporation of that company;

"**individual**" means a natural person;

"**inter-related**", when used in respect of three or more persons, means persons who are related to one another in a linked series of relationships, such that two of the persons are related in a manner contemplated in Section 2(1) and one of them is related to the third in any such manner, and so forth in an unbroken series; "juristic person" includes—

(a) a foreign company; and

(b) a trust, irrespective of whether or not it was established within or outside the Republic; "knowing", "knowingly" or "knows", when used with respect to a person, and in relation to a particular matter, means that the person either-

(a) had actual knowledge of the matter; or

(b) was in a position in which the person reasonably ought to have —

(i) had actual knowledge;

(ii) investigated the matter to an extent that would have provided the person with actual knowledge; or

(iii) taken other measures which, if taken, could reasonably be expected to have provided the person with actual knowledge of the matter;

"**nominee**" has the meaning set out in Section 1 of the Securities Services Act, 2004 (Act No 36 of 2004);

"**ordinary resolution**" means a resolution adopted with the support of more than 50% of the voting rights exercised on the resolution, or a higher percentage as contemplated in Section 65(8) at a Members' Meeting, "person" includes a juristic person;

"**personal financial interest**", when used with respect to any person:

(a) means a direct material interest of that person, of a financial, monetary or economic nature, or to which a monetary value may be attributed; but

(b) does not include any interest held by a person in a unit trust or collective investment scheme in terms of the Collective Investment Schemes Act, 2002 {Act No. 45 of 2002), unless that person has direct control over the investment decisions of that fund or investment;

"**prescribed officer**" means a person who, within a company, performs any function that has been designated by the Minister in terms of Section 66(10);

"present at a meeting" means to be present in person, or able to participate in the meeting by Electronic Communication, or to be represented by a proxy who is present in person or able to participate in the meeting by Electronic Communication;

"public company" means a profit company that is not a state-owned company, a private company or a personal liability company;

"record date" means the date established under Section 59 on which a company determines the identity of its Shareholders and their shareholdings for the purposes of this Act; "registered office" means the office of a company, or of an external company, that is registered as required by Section 23;

"related", when used in respect of two persons, means persons who are connected to one another in any manner contemplated in Section 2(1)(a) to Section (c);

"rules" and **"rules of a company"** means any rules made by a company as contemplated in Section 15(3) to (5);

"special resolution" means —

(a) in the case of a company, a resolution adopted with the support of at least 75% of the voting rights exercised on the resolution, or a different percentage as contemplated in section 65(10) at a Members' Meeting; or

(b) in the case of any other juristic person, a decision by the owner or owners of that person, or by another authorized person, that requires the highest level of support in order to be adopted, in terms of the relevant law under which that juristic person was incorporated;

"subsidiary" has the meaning determined in accordance with Section 3;

"wholly owned subsidiary" has the meaning determined in accordance with Section 3(1)(b).

Schedule 2 : Ineligible / disqualified in terms of

Section 69(7) and (8) of the Act read with Regulation 39(3)

1. A person is ineligible to be a Director if the Person —

1.1. is a juristic person;

1.2. is an unemancipated minor, or is under a similar legal disability; or

1.3. does not satisfy any qualification set out in the MOI.

2. A person is disqualified to be a Director if —

2.1. a court has prohibited that Person to be a Director, or declared the Person to be delinquent in terms of Section 162, or in terms of Section 47 of the Close Corporations Act, 1984 (Act No. 69 of 1984); or

2.2. the Person —

2.2.1. is an unrehabilitated insolvent;

2.2.2. is prohibited in terms of any public regulation to be a Director;

2.2.3. has been removed from an office of trust, on the grounds of misconduct involving dishonesty; or

2.2.4. has been convicted, in the Republic or elsewhere, and imprisoned without the option of a fine, or fined more than R1 000,00 (one thousand rand) amount, for theft, fraud, forgery, perjury or an offence —

2.2.4.1. involving fraud, misrepresentation or dishonesty;

2.2.4.2. in connection with the promotion, formation or management of a company, or in connection with any act contemplated in subsection (2) or (5); or

2.2.4.3. under the Act, the Insolvency Act, 1936 (Act No. 24 of 1936), the Close Corporations Act, 1984, the Competition Act, the Financial Intelligence Centre Act, 2001 (Act No. 38 of 2001), the Securities Services Act, 2004 (Act No. 36 of 2004), or Chapter 2 of the Prevention and Combating of Corruption Activities Act, 2004 (Act No. 12 of 2004).

Schedule 3

Delivery of Notices and Documents

Person to whom the Document is to be delivered	Method of delivery	Date and Time of Deemed delivery
Any Person	By faxing the notice or a certified copy of the document to the Person, if the Person has a fax number;	On the date and at the time recorded by the fax receiver, unless there is conclusive evidence that it was delivered on a different date or at a different time.
	By sending the notice or a copy of the document by electronic mail, if the Person has an Electronic Address;	On the date and at the time recorded by the computer used by the company, unless there is conclusive evidence that it was delivered on a different date or at a different time.
	By sending the notice or a certified copy of the document by registered post to the Person's last known address;	On the 7th (seventh) day following the day on which the notice or document was posted as recorded by a post office, unless there is conclusive evidence that it was delivered on a different day.
	By any other means authorised by the High Court; or	In accordance with the order of the High Court.
	By any other method allowed for that Person in terms of the following rows of this Table.	As provided for that method of delivery.

Person to whom the document is to be delivered	Method of delivery	Date and time of Deemed delivery
Any natural Person	By handing the notice or a certified copy of the document to the Person, or to any representative authorised in writing to accept service on behalf of the Person;	On the date and at the time recorded on a receipt for the delivery.
	By leaving the notice or a certified copy of the document at the Person's place of residence or business with any other Person who is apparently at least 16 (sixteen) years old and in charge of the premises at the time;	On the date and at the time recorded on a receipt for the delivery.
	By leaving the notice or a certified copy of the document at the Person's place of employment with any Person who is apparently at least 16 (sixteen) years old and apparently in authority.	On the date and at the time recorded on a receipt for the delivery.

Person to whom the document is to be delivered	**Method of delivery**	**Date and time of Deemed delivery**
A company or similar body corporate	By handing the notice or a certified copy of the document to a responsible employee of the company or body corporate at its registered office or its principal place of business within South Africa; If there is no employee wilting to accept service, by affixing the notice or a certified copy of the document to the main door of the office or place of business.	On the date and at the time recorded on a receipt for the delivery. On the date and at the time sworn to by affidavit of the Person who affixed the document, unless there is conclusive evidence that the document was affixed on a different date or at a different time.
The state or a province	By handing the notice or a certified copy of the document to a responsible employee in any office of the State Attorney.	On the date and at the time recorded on a receipt for the delivery.
A partnership, firm or an Association	By handing the notice or a certified copy of the document to a Person who is apparently in charge of the premises and apparently at least 16 years of age, at the place of business of the partnership, firm or Association; If the partnership, firm or Association has no place of business, by handing a	On the date and at the time recorded on the receipt for the delivery.

	notice or a certified copy of the document to a partner, the owner of the firm, or the Chairperson or Secretary of the managing or other controlling body of the Association, as the case may be.	
A municipality	By handing the notice or a certified copy of the document to the town clerk, assistant town clerk or any Person acting on behalf of that Person.	On the date and at the time recorded on a receipt for the delivery.
A trade union	By handing the notice or a certified copy of the document to a responsible employee who is apparently in charge of the main office of the union. If there is no person willing to accept service, by affixing a certified copy of the notice or document to the main door of that office.	On the date and at the time recorded on a receipt for the delivery. On the date and at the time sworn to by affidavit of the Person who affixed the document, unless there is conclusive evidence that the document was affixed on a different date or at a different time.

Person to whom the document is to be delivered	**Method of delivery**	**Date and time of Deemed delivery**
Employees of the company	By fixing the notice or certified copy of the document, in a prominent place in the workplace where it can be easily read by employees.	On the date and at the time sworn to by affidavit of the Person who affixed the document, unless there is conclusive evidence that the document was affixed on a different date or at a different time.

Schedule 4

Decisions to be determined by Special Resolution

Part A: Decisions requiring a Special Resolution under the Act

COMPANIES ACT, 2008	
16(1)(c) read with 16(5)	Amending the Memorandum which may take the form of a new Memorandum in substitution for the existing Memorandum or by alterations to the Memorandum by (i) changing the name of the company; (ii) deleting, altering or replacing any of its provisions; (iii) inserting any new provisions into the Memorandum; or (iv) making any combination of the alterations contemplated in (i), (ii), (iii) or (iv).
18(1)(b)	Ratifying a consolidated revision of the Memorandum.
20(2) read with 20(3)	Ratifying an action by the company or the Directors outside the authority of the Memorandum.
44(3)	Financial assistance by way of a loan, guarantee, the provision of security or otherwise to any person for the purpose of, or in connection with, the subscription of any option, or any securities, issued or to be issued by the Company or a Related or Inter-related company, or for the purchase of any securities of the Company or a Related or Inter-related company.
45(3)(a)(ii)	Financial Assistance to a Director or Prescribed Officer of the Company or of a Related or Inter-related company or corporation, or to a member of a Related or Inter-related corporation, or to a person related to any such company, corporation, Director, prescribed officer or member.

65(11) (a)	Amending the Company's Memorandum to the extent required by section 16(1)(c).
65(11) (b)	Approving the voluntary winding-up of the company, as contemplated in section 80(1).
65(11) (c)	Approving any proposed fundamental transaction, to the extent required by Part A of Chapter 5 of the Companies Act, 2008.
65(12)	Any other matter as required in terms of the Memorandum not contemplated in section 65(11).
66(9)	Save as set out in the Memorandum, remuneration to Directors for their service as Directors.
80(1)	Voluntary winding up of the Company (if solvent).
81(1)	Winding up of the Company by court order (if solvent).
112(2)	Disposal of whole or greater part of Company's assets or undertaking in accordance with section 115.
115(2)	A fundamental transaction: disposal of or giving effect to an agreement or series of agreements to dispose of, all of the greater part of the Company's assets or undertaking, implementing an amalgamation or a merger, or implementing a scheme of arrangement.

Part B: Additional matters requiring a Special Resolution [other than those already referred to in the Memorandum of Incorporation]

Each matter listed below is a separate protected matter and shall in no way be limited or restricted by reference to or inference from the terms of any other protected matter, notwithstanding that it may deal with a similar issue or overlaps or be expressed conjunctively therewith:

Related Party Transactions

1 the negotiation, entering into, variation or termination of any agreement or arrangement with any Member or Director of the Association or with any person in which a Member or Director or his/her immediate family has a direct or indirect interest or is associated to, including without limitation, any trust in respect of which such person is a beneficiary, trustee or donor;

Restructuring

2 incorporate or acquire any company as a subsidiary of the Association or dispose of any subsidiary of the Association or any shares in any subsidiary of the Association;

3 the taking over or acquisition by the Association of the whole of substantial part of the business of any other company, whether directly or indirectly, by the purchase of shares in any companies or the purchase of assets or otherwise;

4 the merger or amalgamation by or of the Association with other companies or businesses;

5 the entering into of any partnership or profit-sharing arrangement with any person;

6 the subscription for or purchase of shares or other securities in any companies or any equity interests in any other person;

7 the establishment of any new business;

8 the change of the name of the Association;

9 the suspension, cessation or abandonment by the Association of its business or any substantial part thereof;

10 do or permit or suffer to be done any act or thing whereby the Association may be wound up (whether voluntarily or compulsorily) save as otherwise expressly provided for in this Memorandum of Incorporation;

11 the entering into of any compromise with any of the Association's creditors generally;

Loans, Borrowings and Security

12 save as expressly provided for in this Memorandum of Incorporation, the borrowing of any monies by the Association whenever the total borrowings of the Association shall, after such transaction exceed R 1 000 000 (one million Rand);

13 the lending of any monies to a third party exceeding R 5 000 (five thousand Rand) in respect of any one transaction or a series of transactions by the Association;

14 the giving of any security by the Association, whether by way of pledge, hypothecation or otherwise;

15 the furnishing of any guarantee, suretyship or indemnity or other security by the Association for the obligations or liabilities of any third party;

16 the variation of the terms of any loan where such variation is not for the benefit of the Association;

Business

17 the conclusion of any agreement for the management of any or all of the business of the Association by a third party or by a Member and/or the payment of any management fees to any such third party or such member;

18 any change in policy of the Association relating to its working capital requirements;

19 the acquisition or disposal in any manner whatever or the encumbrance in any manner whatever of any immovable property;

20 the entering into of any lease of immovable property by the Association, other than in the ordinary course of business;

21 the entering into of any agreement which is material in relation to the business and/or underlying assets of any of the Association;

22 any sale, assignment, transfer or disposal in any way by the Association of any intangible assets such as but not limited to goodwill, logos, names, trade names, copyright, patents or licenses, or trade mark, patent or licence agreements;

23 the sale or granting of any intellectual property rights (including without limitation, any rights of use) of the Association intellectual property including, without limitation, any patents or copyrights;

24 the alteration of the year end of the Association.

General

25 the entering into by the Association of any transaction or carrying out of any act other than transactions or acts in the normal, ordinary and regular course of the Association's business;

26 any change in the financial, tax and accounting policies of the Association other than in the normal course of business or as required by law.

SCHEDULE 5

PROXY FORM

COPPERLEAF HOME OWNERS ASSOCIATION NPC

(REG. NO. 2003/008761/08)

("the Association")

I/We.....

of.....

being a Member of the abovementioned Association, hereby appoint

.....

of

.....

and failing him / her

.....

of

.....

and failing him/her the Chairperson of the Association as my/our proxy to vote for me/us on my/our behalf at the Annual General Meeting of the Association to be held on

_____ and at any adjournment thereof as follows:

Proposed resolutions	In favour of	Against	Abstain
Ordinary Resolution 1			
Ordinary Resolution 2			
Special Resolution 1			
Special Resolution 2			

(Indicate instruction to Proxy by way of a cross in space provided above)

Unless otherwise instructed, the proxy will vote as he thinks fit.

Signed at _____ on this _____ day of _____ 20____

_____

MEMBER'S NAME

Note 1:

A Member entitled to attend and vote at the meeting is entitled to appoint another person as proxy to attend, speak and on a poll vote in his stead.

Note 2:

A Member must deliver to the Company the instrument appointing a proxy or a copy thereof before the person named in the proxy form may exercise any of the rights of the Member at the Members meeting (including an adjourned Members meeting. Note 3:

Please return your proxy to the Association marked for attention

Mr. _____

P O Box _____

Alternatively scan and email the signed form to

_____

Alternatively fax the signed form to

_____

Note 4:

In terms of Section 58 of the Act, a Member is entitled to be represented by proxy. Your rights, as set forth in Section 58 are as follows:

1. A Member may appoint another person as a proxy to:

1.1 participate in, and speak and vote at, a Members' Meeting on behalf of the Member; or

1.2 give or withhold written consent on behalf of the Member to a decision to be voted on, otherwise as at a Members' Meeting as contemplated in Section 60 of the said Act.

2. A proxy appointment must be in writing, dated and signed by the Member and, it remains valid for:

2.1.1 (one) year after the date on which it was signed; or

2.1.2 any longer or shorter period expressly set out in the proxy form, unless it is revoked by the Member by:

2.1.3 cancelling it in writing, or making a later inconsistent appointment of a proxy; and

2.1.4 delivering a copy of the revocation instrument to the proxy, and to the Association;

2.1.5 or until it expires on a date earlier than the date of the meeting at which it was intended to be used. The revocation of a proxy appointment constitutes a complete and final cancellation of the proxy's authority to act on behalf of the Member, such cancellation to operate as of the later of:

2.1.6 the date stated in the revocation instrument (if any); or

2.1.7 the date on which the revocation instrument was delivered to the proxy and to the Association.

3. A Member may not appoint more than one proxy to exercise voting rights on behalf of that Member.

4. A proxy may not delegate his authority to act on behalf of the Member to another person.

5. A copy of the proxy form must be delivered to the Association within the period, as referred in Note 2 above, before the proxy may exercise any rights of the Member at a Members' Meeting.

6. Irrespective of the form of instrument used to appoint a proxy:

6.1 the appointment is suspended at any time and to the extent that the Member chooses to act directly and in person in the exercising of any rights as a Member;

6.2 the appointment is irrevocable, unless the proxy appointment expressly states otherwise; and

6.3 the appointment is revocable, and the Member may revoke the proxy and appointment in the manner as stated above.

7. If the instrument appointing a proxy has been delivered to the Association, as long as that appointment remains in effect, any notice that is required by the Act or by the Memorandum of Incorporation to be delivered by the Association to the Member, must also be delivered by the Association to:

7.1 the Member; or

7.2 the proxy, if the Member has:

7.2.1 directed the Association to do so, in writing; and

7.2.2 paid any reasonable fee charged by the Association for doing so.

8. The proxy is entitled to exercise or abstain from exercising any voting right of the Member without direction, except to the extent that the Memorandum of Incorporation, or the instrument appointing the proxy, provides otherwise.